



State of Oklahoma

Office of Management and Enterprise Services

**STATE OF OKLAHOMA AMENDMENT No. 3 TO STATEWIDE CONTRACT WITH
CARAHSOFT TECHNOLOGY CORPORATION.**

This Amendment No. 3 (“Amendment”) to Statewide 1054 - Social Media Monitoring and Management Services SW1054 with Carahsoft Technology Corp (“Contract”) is effective on the date of the last signature below (the “Amendment Effective Date”) and is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and Carahsoft Technology Corporation (“Supplier”). This Amendment supplements and amends the Contract effective April 1, 2025, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Contract.

For good and valuable consideration, the parties agree to amend the Contract as follows:

1. State and Supplier agree the following Attachment is incorporated hereto and will apply to all orders off SW1054 for Hootsuite products/services:
 - a. Attachment A: Hootsuite Inc. SaaS Agreement
2. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Contract, the specific terms set forth in this Amendment shall govern the subject matter herein.
3. The parties acknowledge and agree that this Amendment does not contemplate the exchange, handling, or processing of any protected data sets, subject to heightened legal or regulatory protection. In the event that the provision of such protected data becomes necessary for the performance of this Contract, the parties agree to negotiate in good faith and execute appropriate written amendments or addenda to address the handling, protection, and compliance requirements applicable to such data prior to any exchange thereof.
4. Except as expressly modified in this Amendment, all terms and/or provisions of the Contract not addressed herein remain as executed by the parties in the Contract and remain in full force and effect.
5. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Amendment and to bind their respective party thereto:

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES:

Carahsoft Technology Corporation

By: 
Dan Cronin (May 5, 2025 08:18 CDT)

By: 
Madeline Hall (May 2, 2025 10:44 EDT)

Name: Dan Cronin

Name: Madeline Hall

Title: [218866
Chief Information Officer]

Title: Contracts Manager

Date: May 5, 2025

Date: May 2, 2025

Hootsuite Inc. is additionally executing this Contract Document to memorialize its involvement in negotiation and agreement with the terms of the Amendment.

By: 
Jon Kent (May 2, 2025 12:35 PDT)

Name: Jon Kent

Title: VP, Sales, NA

Date: May 2, 2025

HOOTSUITE SAAS AGREEMENT

This agreement ("**Agreement**") is made and entered as of the Effective Date (as defined herein) by and between Hootsuite Inc., a Canadian corporation, with offices at 111 East 5th Avenue, 3rd Floor, Vancouver, British Columbia, V5T 4L1, CANADA ("**Hootsuite**", "**we**", or "**us**"), and by and through the Oklahoma Office of Management and Enterprise Services with offices at 2401 North Lincoln Blvd., Oklahoma City, OK 73105, USA ("**Customer**", "**you**", or "**your**"). Customer and Hootsuite may each be referred to as a "**Party**" and collectively referred to as the "**Parties**".

By signing an Authorization Form referencing this Agreement or accessing or using the Enterprise Services, you confirm that:

A. You will only use the Enterprise Services for business and professional reasons (the Enterprise Services are not for use by consumers and may only be used for business and professional purposes) and

B. You are responsible for anyone that uses the Enterprise Services through your account ("**Authorized Users**"), which may include your employees, consultants or contractors, or the employees, consultants or contractors of your Affiliates. If you are a marketing agency or similar organization and provide access to the Enterprise Services to any of your clients or their employees, they are also your Authorized Users.

1. **Hootsuite Terminology.**

(a) We use capitalization for terms that have a special meaning in this Agreement. While some terms are defined elsewhere, this section sets out the definitions of some key terms.

"**AI Powered Services**" are product features accessible in the Enterprise Services offering artificial intelligence capabilities as further described in the Hootsuite AI Terms (published at <http://www.hootsuite.com/legal/ai-terms>).

"**Affiliates**" are companies or entities that either you or we own, that own either you or us, or that have the same owner or corporate parent as either you or us, as applicable.

An "**Authorization Form**" is a document that we issue and that is signed or otherwise agreed to by you, which describes the Enterprise Services and/or Partner Services you are purchasing, including the fees, the quantities purchased, and any other details specifically related to those services.

"**Content**" is a generic term that means all information and data (such as text, images, photos, videos, audio and documents) in any format that is uploaded to, downloaded from or appears on the Enterprise Services.

"**Ads Content**" is Customer Content that you or your Authorized Users provide in connection with your creation, posting, or management of paid advertisements on Facebook, Instagram, X (formerly, Twitter) or any other applicable Social Network.

"**Customer Content**" is Content that you or your Authorized Users provide to us or upload to the Enterprise Services.

"**Mentions**" are the Content that a third party (in other words, someone other than you, an Authorized User or Hootsuite) creates and that we obtain on your behalf and at your instruction from Social Networks or other Third-Party Services that you connect to

or are displayed on the Enterprise Services. For example, without limitation, Mentions includes (a) posts created by followers that appear on your Facebook page; and (b) Content originating from Third-Party Services as part of an analysis or query conducted by you via a social listening feature of the Enterprise Services.

"**Messaging Content**" is Submitted Content and Customer Content to the extent it is included only in private text messages (including sent through messaging services, such as WhatsApp and WeChat) and private direct messages sent through Social Networks, sent to and from Customer, including by Authorized Users.

"**Submitted Content**" is Content you ask people to submit through the Enterprise Services, such as in connection with contests or as Messaging Content.

"**Enterprise Services**" means services included in Hootsuite's Enterprise or Business plans, any other Hootsuite products or services made available to you through an Authorization Form and any Hootsuite Apps (as defined in the App Directory Terms) accessed through the Hootsuite App Directory but **does not include**: (a) Hootsuite's Self-Serve Services; or (b) any Third-Party Services (including, without limitation, Sparkcentral Services).

"**Third-Party Services**" are services that are not provided by Hootsuite that you may access or use in connection with the Enterprise Services. They include, without limitation: "**Social Networks**", which are the social networking sites and/or messaging platforms supported by the Enterprise Services (such as X (formerly, Twitter), Facebook, LinkedIn, Instagram, Pinterest, TikTok, YouTube, and WhatsApp); "**Partner Services**", which are services offered by third-parties and resold by Hootsuite as an authorized reseller ; and services accessible through the extensions and applications available in the Hootsuite App Directory (<http://apps.hootsuite.com/>); and services provided by any other third parties from which we obtain Mentions.

(b) Headings used in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

2. **Hootsuite's Responsibilities.**

2.1. **Enterprise Services.** During the Term, subject to the terms and conditions of this Agreement, we will make the Enterprise Services available to you in accordance with the applicable Authorization Form and the Service Level Agreement published at www.hootsuite.com/legal/enterprise-service-level-agreement as maybe updated from time to time, a current copy of which is attached as Schedule A to this Agreement for reference only.

2.2. **Updates.** The Enterprise Services evolve constantly. So long as we do not breach the warranty set out in Section 9.2(a), we may change the Enterprise Services (such as by changing, adding or removing features) at any time, for any reason, and may or may not provide notice of those changes to you.

2.3. **Social Networks.** The Enterprise Services interact with Social Networks and depend on the availability of those Social Networks and the features and functionality they make available to us, which we do not control and may change without notice. If at any time a Social Network stops making some or all of its features or functionality available to us, or available to us on reasonable terms as determined at any time by Hootsuite in its

sole discretion (each an “**API Change**”), we may at any time at our sole discretion stop providing access to those features or functionality and we will not be liable to you or any third party for any such change.

3. Content & Third-Party Services.

3.1. **Third-Party Content.** We are not responsible for Content provided by others, including Mentions and Content from Third-Party Services (such as Content from Social Networks and apps from the App Directory). You and anyone else who accesses the Enterprise Services may access Content that might be unlawful, offensive, harmful, inaccurate or otherwise inappropriate. We will not be liable to you or any third party for Content provided by others.

3.2. **Third-Party Services.** If you access or purchase a Third-Party Service, you do so at your own risk. Your relationship with the Third-Party Service provider is an agreement between you and them. If you access or enable a Third-Party Service, you grant them permission to access or otherwise process your data as required for the operation of the Third-Party Services. We will not be liable for disclosure, use, changes to, or deletion of your data or for losses or damages you may suffer from access to your data by a Third-Party Service. WE MAKE NO REPRESENTATION AND WILL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER IN RELATION TO THE CONTENT OR USE OF, OR CORRESPONDENCE, AGREEMENTS OR TRANSACTIONS WITH, ANY THIRD-PARTY SERVICES. YOU MUST COMPLY WITH ALL AGREEMENTS AND OTHER LEGAL REQUIREMENTS THAT APPLY TO THIRD-PARTY SERVICES.

4. Your Responsibilities.

4.1. **Acceptable Use.** You and your Authorized Users must comply with the Acceptable Use Rules (published at www.hootsuite.com/legal/acceptable-use (the “**Acceptable Use Rules**” as maybe updated from time to time, a current copy of which is attached as Schedule E for reference only) and all applicable laws. If you or any of your Authorized Users do not comply with the Acceptable Use Rules or any applicable laws, we may remove any of your Content and temporarily suspend or restrict your access to the Enterprise Services without prior notice. In such case, we will then notify you and, where applicable, will work with you in good faith to resolve the issue.

4.2. **Hootsuite Professional Services.** If your Authorization Form includes professional services (such as account set-up, provisioning, or training) (“**Hootsuite Professional Services**”), the Hootsuite Professional Services Terms set out in Schedule B to this Agreement also apply to and govern those Hootsuite Professional Services.

4.3. **Advertising Terms.** If you use the Enterprise Services to create and manage Ads Content on any Social Network, the Hootsuite Ads Terms set out in Schedule C to this Agreement also apply to and govern that use.

4.4. **Beta Testing.** From time to time, we may offer you the opportunity to install, use and test certain Hootsuite services prior to their commercial release (“**Beta Services**”). Use of the Beta Services is optional. If you use any Beta Services, the Hootsuite Beta Terms set out in Schedule D to this Agreement apply to and govern those Beta Services.

4.5. **Partner Services.** Without limiting the generality of Section 3.2, if you purchase any Partner Services, you: (a) acknowledge and agree that we are acting solely as an authorized reseller for such Partner Services; and (b) expressly agree to be bound by the terms and conditions applicable to such services listed in Schedule G to this Agreement or as otherwise set out in the applicable Authorization Form.

4.6. **[intentionally deleted]**

4.7. **AI Powered Services.** If you use any AI Powered Services, the Hootsuite AI Terms published at www.hootsuite.com/legal/ai-terms also apply to and govern that use.

4.8. **App Directory.** When you access the App Directory and install or use one or more apps available there, you also agree to the App Directory Terms set out in Schedule F to this Agreement. The App Directory Terms apply to any app accessed through the App Directory, including Hootsuite Apps.

4.9. **Customer Content.** You are solely responsible for Customer Content. We have no obligation or responsibility to review, filter, block or remove Content, including Customer Content.

4.10. **Submitted Content.** You acknowledge and agree that:

- (a) the Enterprise Services do not help you comply with any laws, rules, or regulations that may apply to your collection or use of Submitted Content, which is solely your responsibility; and
- (b) we will not be liable to you or any third party for the Submitted Content, and we make no warranty that any Submitted Content obtained or displayed through the Enterprise Services is accurate or complete.

4.11. **Account Information.** You are responsible for the completeness and accuracy of the account information you provide to us. You will promptly notify us upon becoming aware of any unauthorized access to or use of your login credentials or account.

4.12. **Affiliates.** Your Affiliates may use the Enterprise Services that you purchase, subject to the quantities or other usage limits set out in your Authorization Form. If an Affiliate wishes to have a separate account or wishes to be billed separately for its use of the Enterprise Services, that Affiliate will need to sign a separate Authorization Form, which will form a separate contract between Hootsuite and that Affiliate.

4.13. **Agency.** If you act as a legal agent purchasing the Enterprise Services on behalf of an end-user client (the “**Principal**”), then (a) that purchase must be made by signing an Authorization Form; (b) the Principal must be identified as the end user on the applicable Authorization Form; (c) you represent and warrant to us that you have obtained all necessary authorizations, consents, and licenses from the Principal to bind the Principal to this Agreement (including each applicable Authorization Form) and to act as the Principal's agent, and all of your actions related to this Agreement are within the scope of your agency with the Principal; and (d) you will defend, indemnify, and hold harmless Hootsuite from all damages, liabilities, costs, and expenses (including reasonable legal fees) arising from any breach of the foregoing representation and warranty.

5. Intellectual Property.

5.1. Enterprise Services. We keep all rights and interests in the Enterprise Services. The Enterprise Services contain Content owned or licensed by Hootsuite ("**Hootsuite Content**"). Hootsuite Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Hootsuite, we own and retain all rights in the Hootsuite Content.

5.2. Feedback. We welcome your suggestions, comments, bug reports, feature requests or other feedback ("**Feedback**"). We do not have to keep Feedback confidential, even if you tell us it is confidential, provided we do not disclose that you are the source of any Feedback. If you provide Feedback, you grant Hootsuite a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback for any purpose.

5.3. Customer Content. You retain your rights to any Customer Content you submit, post or display on or through the Enterprise Services. You grant us a non-exclusive, worldwide, sublicensable, royalty-free license to use, host, run, copy, reproduce, process, adapt, translate, publish, transmit, display and distribute your Customer Content solely for the purposes of providing, supporting and improving the Enterprise Services. We will not sell or rent your Customer Content.

6. Term and Termination.

6.1. Term of Agreement. This Agreement will commence on the first day of the initial term set forth on your first Authorization Form (the "**Effective Date**") and will continue in effect until the earlier of: (a) the expiration of all Authorization Forms applicable to you (including any renewal periods unless notice of non-renewal is provided as set out in Section 6.2) or (b) the termination of this Agreement in accordance with its terms (the "**Term**").

6.2. Term of Authorization Forms. The term of each Authorization Form will start on the first day of the initial term specified on the Authorization Form and will continue for the specified term therein. An Authorization Form may renew for subsequent one-year renewal periods by agreement of the parties in writing (which may be communicated by email) prior to the end of the then-current term. Upon renewal, Hootsuite reserves the right to increase the Fees for Enterprise Services and/or Partner Services on renewal by giving you written notice thereof (which notice may be given by email) provided that if Hootsuite gives you such notice less than ninety (90) days prior to the end of then-current Term, you will have thirty (30) days thereafter to give us a Non-Renewal Notice.

6.3. Termination for Cause. The termination terms and conditions of Statewide Contract 1054 ("SW1054"), section 10 of Attachment A applies to this section. A party may terminate this Agreement for cause (a) immediately if the other party has failed to cure a material breach within thirty (30) days of receiving written notice of that material breach from the other party; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

6.4. Effects of Termination. Upon termination of this Agreement for any reason: (a) all Authorization Forms will automatically terminate; (b) your access to Hootsuite accounts, Enterprise Services and Partner Services will be terminated and

you will immediately cease all use thereof; and (c) you will pay all unpaid amounts you owe to Hootsuite; and on request made upon termination or expiry of this Agreement, Hootsuite will return to Customer all of Customer's Confidential Information then held or stored by Hootsuite. The foregoing requirement to return or destroy Confidential Information shall not apply to computerized archival or back-up files where it would be reasonably impracticable to destroy such computerized archival or back-up files, provided that such computerized archival or back-up files shall be kept strictly confidential for so long as they are retained. If you terminate this Agreement in accordance with Section 6.3, Hootsuite will refund any Fees you paid in advance for the Enterprise Services and Partner Services applicable to the period after termination. If Hootsuite terminates this Agreement in accordance with Section 6.3, then you will pay any unpaid Fees for the remainder of the term of each Authorization Form. In no event will termination of this Agreement relieve you of your obligation to pay any amounts payable to Hootsuite for the period prior to the date of termination.

6.5. Survival. Any provision of this Agreement that, either by its terms or to give effect to its meaning, must survive and such other provisions that expressly or by their nature are intended to survive termination will survive the expiration or termination of this Agreement. Without limiting the foregoing, Sections 5, 8, and 9 will survive the expiration or termination of this Agreement.

7. RESERVED.

8. Confidentiality, Security & Data Protection.

8.1. Confidential Information. Hootsuite and you may exchange confidential information ("**Confidential Information**") in the course of your negotiation and use of the Enterprise Services. Subject to federal and state law, including the Oklahoma Open Records Act, Hootsuite's Confidential Information may include but is not limited to non-public information about our pricing, personnel, or partnerships, our product roadmap, our security and data protection documentation, or other non-public information we identify as confidential. Your Confidential Information includes non-public information about your policies (such as your policies for internal review or approval of Customer Content), personnel (including names and email addresses of your Authorized Users), or plans or strategies (such as marketing plans or social strategies you share with Hootsuite in the course of our delivery of Hootsuite Professional Services) and includes your Messaging Content but does not include any other Content published, communicated, or transmitted to or through a Social Network account. When either you or we (the "**recipient**") receive Confidential Information from the other (the "**discloser**"), the recipient will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) and will not disclose or use any Confidential Information of the discloser for any purpose outside of the scope of this Agreement. Information will not be considered Confidential Information if (a) it was lawfully in the recipient's possession before receiving it from the discloser; (b) it is provided in good faith to the recipient by a third party without breaching any rights of the discloser or any other party; (c) it is or becomes generally available to, or accessible by, the public through no fault of the recipient; or (d) it was or is independently developed by the recipient without reference to the discloser's Confidential Information. In the event that the recipient or any representative of the recipient becomes

legally compelled (by law, rule, regulation, subpoena, or similar court process) to disclose any of the Confidential Information, the recipient will (if permitted to do so) provide the discloser with notice of such circumstances and will limit such disclosure to the required disclosure.

8.2. **Enterprise Security Standards.** During the Term, we will maintain the following “**Enterprise Security Standards**”:

(a) **Security Practices.** Hootsuite will implement and maintain security practices as described at <https://hootsuite.com/legal/security-practices> (as may be updated from time to time, a current copy of which is attached as Schedule H for reference only).

(b) **Reports.** You may obtain a copy of Hootsuite’s most recent security audit report (which may include summaries of test results or equivalent measures taken to assess the effectiveness of its control environment) and a summary of Hootsuite’s most recent penetration testing results through the Hootsuite Trust Center (<https://trustcenter.hootsuite.com/>).

(c) **Disaster Recovery and Business Continuity.** Hootsuite has and will maintain a disaster recovery and business continuity plan.

(d) **Breach Notification.** Hootsuite will notify you without undue delay (but in any event within 72 hours of becoming aware) of any unauthorized access to your Hootsuite account (a “**Breach**”), will promptly take all necessary steps to mitigate the Breach, and will provide you with reasonable cooperation in investigating the Breach (including, on request and to the extent reasonable, providing you with copies of relevant records, logs, or other materials).

8.3. **Privacy and Data Protection.** We may process certain information about you and individuals associated with you, such as your employees, in connection with your use of the Enterprise Services. This includes account information, usage data, and customer support questions as further described in our privacy policy (www.hootsuite.com/legal/privacy). If your use of the Enterprise Services requires a Data Processing Addendum (“**DPA**”) with Hootsuite, you may enter into a DPA by visiting: <https://www.hootsuite.com/legal/data-processing-addendum> to access a pre-signed DPA or by contacting your account manager. Once we receive your signed DPA, this becomes legally binding and forms a part of this Agreement.

9. **Warranties, Indemnities & Limitations of Liability.**

WARRANTIES & DISCLAIMER

9.1. **Mutual Warranties.** Each of Hootsuite and Customer represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations and duties under this Agreement; and (b) it will perform its obligations and duties and exercise its rights under this Agreement in compliance with all laws applicable to it.

9.2. **Hootsuite Warranties.** Hootsuite warrants that: (a) subject to an API Change, the functionality of the Enterprise Services will not be materially decreased during the term of the applicable Authorization Form; (b) to its knowledge, the Enterprise Services do not contain any malicious code or viruses; (c) Hootsuite has and will maintain and apply its own industry-standard company policies (including without limitation the policies made available at <https://www.hootsuite.com/legal/>); and (d) Hootsuite is an

authorized reseller of any Partner Services sold to Customer by Hootsuite.

9.3. **Disclaimer.**

(a) EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE OFFER THE ENTERPRISE SERVICES “AS IS” AND ARE NOT MAKING, AND TO THE GREATEST EXTENT PERMITTED BY LAW EXPRESSLY DISCLAIM, ANY WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, AND/OR NON-INFRINGEMENT, THAT THE ENTERPRISE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE ENTERPRISE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE. USE THE ENTERPRISE SERVICES AT YOUR OWN RISK.

(b) UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY THIRD-PARTY SERVICES, INCLUDING THE FAILURE OF ANY SUCH THIRD-PARTY SERVICES, OR ACTIVITIES OF THIRD PARTIES, OR ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(c) WE ARE NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR THE CONTENT MADE AVAILABLE THROUGH THE ENTERPRISE SERVICES, INCLUDING CUSTOMER CONTENT, MENTIONS, AND ANY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. HOOTSUITE DOES NOT CONTROL OR VET CONTENT AND IS NOT RESPONSIBLE FOR ANYTHING POSTED, TRANSMITTED, OR SHARED ON OR THROUGH THE ENTERPRISE SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

INDEMNITIES

9.4. **Additional Hootsuite Warranty.** Hootsuite represents and warrants that the Customer’s use of the Enterprise Services as permitted hereunder will not directly infringe a third-party’s intellectual property rights, provided that Hootsuite will have no liability for any claim for breach of the foregoing warranty (a “**Claim**”) to the extent it arises from:

(i) a modification of the Enterprise Services by or at the direction of any person other than Hootsuite;

(ii) use of the Enterprise Services in violation of this Agreement or applicable law;

(iii) use of the Enterprise Services after Hootsuite notifies Customer to discontinue use because of an infringement or misappropriation claim; or

(iv) the combination, operation, or use of the Enterprise Services with any other software, program, or device not provided or specified by Hootsuite to the extent such infringement would not have arisen but for such combination, operation, or use.

For the avoidance of doubt, Hootsuite’s representation and warranty in this Section 9.4 will not apply to third-party content, Social Networks, Partner Services or other Third-Party Services accessed through the Enterprise Services, or to Customer Content or Mentions.

If the Enterprise Services or any part thereof have become, or in Hootsuite's opinion are likely to become, the subject of any Claim, Hootsuite may at its option and expense:

(1) procure for Customer the right to continue using the Enterprise Services as set forth hereunder;

(2) replace or modify the Enterprise Services or applicable functionalities to make them non-infringing; or

(3) if options (1) or (2) are not reasonably practicable, terminate either or both this Agreement or the Authorization Form for such Enterprise Services and refund to Customer any unearned Fees that Customer paid in advance for such Enterprise Services.

This Section 9.4 sets forth Hootsuite's sole liability (and Customer's sole remedy) regarding infringement or misappropriation of third-party intellectual property rights.

9.5. **Additional Customer Warranty.** Customer represents and warrants that: (a) Customer Content, Ads Content, or Submitted Content will not infringe or violate the intellectual property rights, privacy rights, or any other rights of a third party or violates any applicable law; and (b) it will comply in all respects with the Acceptable Use Rules, any terms or conditions applicable to Customer's use of any Third-Party Services, and any applicable law.

9.6. **No Limitations or Exclusions.** Notwithstanding anything to the contrary herein, nothing in this Agreement is intended to limit, exclude, or restrict the liability of either party for a breach of the warranties set out in the foregoing Sections 9.4 and 9.5.

LIMITATIONS OF LIABILITY

9.7. **Maximum Liability.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 9.7 THROUGH 9.9, AND NOT INCLUDING CUSTOMER'S OBLIGATION TO PAY ALL FEES OWED TO HOOTSUITE HEREUNDER, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BY STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OF LIABILITY, EXCEED THE FEES PAID BY CUSTOMER FOR THE ENTERPRISE SERVICES SUBJECT TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. FOR CLARITY, THE CALCULATION OF EACH PARTY'S LIABILITY UNDER THIS SECTION 9.7 EXCLUDES ANY FEES PAID BY CUSTOMER TO A THIRD PARTY OR FOR ANY PARTNER SERVICES, EVEN WHERE HOOTSUITE'S ENTERPRISE SERVICES ARE BUNDLED WITH OR OTHERWISE PROVIDED IN CONJUNCTION WITH PARTNER SERVICES.

9.8. **Excluded Damages.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, GOODWILL OR DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE ENTERPRISE SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT.

(b) The Enterprise Services support multi-factor authentication, and the Acceptable Use Rules require you to maintain the confidentiality of your passwords or other login

credentials for the Enterprise Services. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HOOTSUITE BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM UNAUTHORIZED ACCESS TO OR USE OF THE ENTERPRISE SERVICES OR YOUR ACCOUNT OR THE CONTENT OR INFORMATION CONTAINED THEREIN IF: (A) THE UNAUTHORIZED ACCESS OR USE COULD HAVE BEEN PREVENTED THROUGH YOUR USE OF MULTI-FACTOR AUTHENTICATION; OR (B) YOU OR ANY OF YOUR AUTHORIZED USERS FAIL TO MAINTAIN THE CONFIDENTIALITY OF ANY PASSWORD OR OTHER LOGIN CREDENTIALS.

(c) WITHOUT LIMITING SECTION 9.8(b), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HOOTSUITE BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM UNAUTHORIZED ACCESS TO OR USE OF THE ENTERPRISE SERVICES OR YOUR ACCOUNT OR THE CONTENT OR INFORMATION CONTAINED THEREIN, EXCEPT TO THE EXTENT HOOTSUITE'S BREACH OF THE ENTERPRISE SECURITY STANDARDS RESULTS IN THE UNAUTHORIZED DISCLOSURE OF YOUR CONFIDENTIAL INFORMATION.

(d) YOUR EXCLUSIVE REMEDIES FOR ANY INTERRUPTION OR CESSATION OF ACCESS OR TRANSMISSION TO OR FROM THE SERVICES ARE SET FORTH IN THE ENTERPRISE SERVICE LEVEL AGREEMENT.

9.9. **Exclusions.** NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR WILL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF EITHER PARTY FOR (I) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (II) DEATH OR BODILY INJURY CAUSED BY THE NEGLIGENCE OF THAT PARTY, ITS EMPLOYEES, OR ITS AGENTS; (III) FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT OF THAT PARTY OR ITS EMPLOYEES; OR (IV) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

9.10. **Basis of Bargain.** THE ESSENTIAL PURPOSE OF SECTIONS 9.7 THROUGH 9.9 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THIS AGREEMENT, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF HOOTSUITE WERE TO ASSUME ANY FURTHER LIABILITY. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS.

10. General.

10.1. **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld), and any attempted assignment without such consent will be void. Notwithstanding the foregoing, we may assign this Agreement in its entirety (including all Authorization Forms), without your consent, to any of our Affiliates, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our shares or assets.

10.2. **Relationship of the Parties.** No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

10.3. **Publicity.** We may, with your prior written consent, disclose that you are a customer of the Enterprise Services and may use

your name(s) and logo(s) in: (a) Hootsuite's digital, online, and printed marketing materials (including on our websites); and (b) external-facing presentations, including to individual clients and prospects and at trade shows, conferences, and similar events.

10.4. **Force Majeure.** Neither party will be liable for any failure to perform its obligations under this Agreement if that failure results from any cause beyond such party's reasonable control, including: the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lockouts or labor disruptions; and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

10.5. **Amendment.** We may change the online terms or documents incorporated by reference in this Agreement at any time by posting the revised terms or documents on the Hootsuite website, provided that we will notify you of any changes that, in our sole discretion, materially impact this Agreement. No other amendment or modification of this Agreement will be effective unless set forth: (a) in an Authorization Form issued by Hootsuite and signed by you; or (b) in an agreement signed or otherwise agreed in writing by both you and Hootsuite.

10.6. **Severability.** If a court finds part of this Agreement to be invalid, the rest of the Agreement will continue to apply with the minimum changes required to remove the invalid part.

10.7. **Notices to You.** Hootsuite may give notice to you by placing a banner notice on the Hootsuite platform or Hootsuite's website. We may also contact you or your Authorized Users through your Hootsuite account or contact information you provide, such as email or telephone. If you fail to maintain accurate account information, such as contact information, you may not receive critical information about our Enterprise Services or this Agreement. A copy of any legal notice to you, required under this Agreement, will be delivered by email and a copy by mail to the Customer's address in paragraph one of this Agreement.

10.8. **Notices to Hootsuite.** For any Non-Renewal Notice to Hootsuite, you must notify Hootsuite by email to cancellation@hootsuite.com. For all other notices to Hootsuite that you give under or regarding this Agreement, you must notify Hootsuite by email to legal@hootsuite.com with a duplicate copy sent via registered mail to the following address: Hootsuite Inc., 111 East 5th Avenue, 3rd Floor, Vancouver, British Columbia, V5T 4L1; Attention: Legal Department.

10.9. **Waivers.** The rights of each Party may be waived only in writing. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

10.10. **Remedies.** Unless otherwise stated, each party's remedies under this Agreement are not exclusive of any other remedies under this Agreement, at law or otherwise.

10.11. **Insurance.** Hootsuite has and will maintain industry-standard insurance policies. You may obtain a copy of our current insurance certificate showing coverage for comprehensive general liability and professional liability (including coverage for errors & omissions and network & information security liability) through the Hootsuite Trust Center (<https://trustcenter.hootsuite.com>).


10.12. **Governing Law and Dispute Resolution.** Disputes. In any action or proceeding to enforce rights under this Agreement, if permitted by applicable law: (a) the prevailing party shall be entitled to recover costs and attorneys' fees

10.13. **Export Compliance.** You will not use or access the Enterprise Services if you are located in any jurisdiction in which the provision of our Enterprise Services is prohibited under Canadian, U.S. or other applicable laws (a "**Prohibited Jurisdiction**") and you will not provide access to the Enterprise Services to any government, entity or individual located in any Prohibited Jurisdiction. You confirm that: (a) you are not named on any Canadian or U.S. government list of persons or entities prohibited from transaction with any Canadian or U.S. person; (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you will not allow Authorized Users to access or use the Enterprise Services in violation of any Canadian, U.S. or other export embargoes, prohibitions or restrictions; and (d) you will comply with all applicable laws regarding the transmission of data exported from the country in which you (or your Authorized Users) are located to Canada and the United States.


10.14. **Entire Agreement.** This Agreement, including the other documents referred to as applicable to the Enterprise Services in this Agreement, is the entire agreement between you and Hootsuite for your use of the Enterprise Services. Any prior understandings, statements or and agreements (oral or written) (including any prior non-disclosure or confidentiality agreements or similar) do not apply, including additional terms that you may present (such as terms in a unilateral notice from you to us or printed on a purchase order or any other document generated by you). This Agreement is binding on the parties and their permitted successors and assigns.

WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

State of Oklahoma

By: 
Dan Cronin (May 5, 2025 08:18 CDT)
Name: Dan Cronin
[Type or Print]
Title: Chief Information Officer
Date: May 5, 2025

HOOTSUITE INC.

By: 
Jon Kent (May 2, 2025 12:35 PDT)
Name: Jon Kent
[Type or Print]
Title: VP, Sales, NA
Date: May 2, 2025

Schedule A

Hootsuite Service Level Agreement

Last Modified: September 20, 2022

This Hootsuite Enterprise Service Level Agreement (the “**SLA**”) applies to Enterprise Services purchased from Hootsuite in an Authorization Form. This SLA is incorporated into, and forms part of, the terms applicable to your access to and use of the Hootsuite Enterprise Services (the “**Terms**”). Capitalized terms not defined in this SLA have the meanings given to them in the applicable Terms.

Definitions

“**API Interruptions**” means interruptions due to independent Hootsuite integration partners, including Twitter, Facebook, LinkedIn, YouTube, and other Social Networks.

“**Hootsuite Platform**” means Hootsuite’s proprietary software, content, text, images, media, and other materials delivered through our web platform www.hootsuite.com (including successor domain names and sites) and mobile applications.

“**Service Availability**” means the uptime of the Hootsuite Platform, and is measured by subtracting the total minutes of Service Interruption in a given month from the total minutes in such month, divided by the total minutes in such month and then multiplied by 100.

“**Service Interruption**” means, except for scheduled system maintenance, the period of time that the Hootsuite Platform is either (a) not available for Customer log-in or (b) substantially not functioning. API Interruptions and other circumstances beyond our control will not constitute Service Interruptions.

“**Standard Support**” means the support provided by Hootsuite help desk technicians in response to a ticket submitted by Customer through <https://hootsuite.com/help>.

Service Availability

The Hootsuite Platform will have a Service Availability of at least 99.9% of the time in any calendar month (the “**Service Availability SLA**”). Where reasonably possible, Hootsuite will provide at least 24 hours’ advance notice to Customer of scheduled maintenance in excess of 30 minutes. If Hootsuite does not meet the Service Availability SLA, Customer will be eligible to receive the Service Credits described below. This Service Availability SLA states Customer’s sole and exclusive remedy for any failure by Hootsuite to meet the Service Availability SLA.

Service Availability of the Hootsuite Platform	"Service Credits" means days of Enterprise Services added to the end of the Term at no charge to Customer
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

Customer Must Request Service Credit.

In order to receive any of the Service Credits described above, Customer must notify Hootsuite within 30 days from the day Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

Maximum Service Credit.

The aggregate maximum number of Service Credits to be issued by Hootsuite to Customer in a single calendar month will not exceed 15 days of Enterprise Services added to the end of Customer’s Term. Service Credits may not be exchanged for, or converted to, monetary amounts.

Customer Support

Hootsuite will provide Customer with Standard Support Monday – Friday in English (all channels), French (email channel), or Spanish (email channel) during regional business hours. For further details visit: <https://hootsuite.com/help>.

Schedule B

Hootsuite Professional Services Terms

These Hootsuite Professional Services Terms (the “**Professional Services Terms**”) apply to all training and other professional services purchased from Hootsuite in an Authorization Form, including in any statement of work or other attachment to that Authorization Form (the “**Hootsuite Professional Services**”).

1. Professional Services. We will provide the Hootsuite Professional Services to you for the term set out in the applicable Authorization Form, and will perform the Hootsuite Professional Services in a professional manner in accordance with generally accepted industry standards.

2. Cooperation. In order for us to perform the Hootsuite Professional Services, you will: make yourself reasonably available at such times as we may reasonably request; allocate sufficient resources, perform any tasks, and deliver any materials, including Customer Content, reasonably necessary to enable us to perform the Hootsuite Professional Services; respond to our inquiries related to the Hootsuite Professional Services; and provide complete, accurate, and timely information, data, and feedback all as reasonably required by us. If you do not comply with your obligations in this Section 2 in a timely manner, delays may result and we may charge you additional fees.

3. Time of Performance. We will use commercially reasonable efforts to provide the Hootsuite Professional Services according to the schedule set forth in the applicable Authorization Form or otherwise communicated to you in writing. Notwithstanding the foregoing, we may, in our sole reasonable discretion, alter the schedule for the Hootsuite Professional Services by giving reasonable notice to you, provided that we will use commercially reasonable efforts to minimize further delays.

4. Scope Changes. You may, from time to time, request changes to the scope of the Hootsuite Professional Services (a “**Change**”). If we are able to accommodate your requested Change, we will provide an Authorization Form that includes, among other things, the additional Fees, if any, and other terms that will apply to the Change, and which will be deemed to amend and modify the original Authorization Form for the Hootsuite Professional Services subject to the Change. If you do not sign the Authorization Form for the Change, the original Authorization Form will continue in full force and effect, unamended.

5. Subcontractors. We may, in our sole discretion, use one or more subcontractors to fulfill our responsibilities in delivering Hootsuite Professional Services, provided that we will be fully responsible to you for the Hootsuite Professional Services, whether performed by our own personnel or by a subcontractor.

6. Intellectual Property.

6.1 License for Materials. During the Term we grant you a limited, worldwide, non-exclusive, non-transferable license, without a right to sublicense, to use any training materials or other documentation provided to you by Hootsuite in the course of the Hootsuite Professional Services as set out in the Authorization Form.

6.2 Hootsuite Professional Services and Background IP. As between you and us, we retain all right, title, and interest in and to the Hootsuite Professional Services, and the various content, information, data, tools, processes, methods, designs, and know-how, whether or not copyrightable or patentable, that we may use in connection with the Hootsuite Professional Services, whether pre-existing or created or invented during the performance of the Hootsuite Professional Services (“**Background IP**”). For greater clarity, Background IP excludes Customer Content.

Schedule C

Hootsuite Ads Terms

These Hootsuite Ads Terms (the “**Ads Terms**”) apply to all Hootsuite Enterprise Services and/or Hootsuite Self-Serve Services which allow you to create and manage paid content on Social Networks or any other third party advertising platforms (“**Advertising Platforms**”).

1. Advertising Platform Accounts.

The Hootsuite platform provides you with technical functionality which allows you to publish and manage ads on Advertising Platforms. In order to use this functionality, you must be a registered user, and have an advertising account with the relevant Advertising Platform. You agree that we may receive payments from the Advertising Platforms based on your ad spend, pursuant to our agreements with the Advertising Platforms.

2. Payments to the Advertising Platform.

In addition to the payment of your Fees to Hootsuite, you remain responsible at all times for paying the relevant Advertising Platform directly for any ads purchased through the Enterprise Services and/or Self Serve Services.

3. Customer Responsibility.

You will not provide us with any Ads Content that contains any personally-identifiable information unless you have the consent of all personally-identifiable individuals or you are able to rely on another lawful basis for such use.

4. Ad Spend Limit.

If your purchased subscription includes a spend limit (the “Ad Spend Limit”), and you exceed the Ad Spend Limit, we reserve the right to immediately upgrade your subscription with an increased Ad Spend Limit for the remainder of the Term of the applicable Authorization Form and you will pay the additional fees associated with any such upgrade. Alternatively, Hootsuite reserves the right to give you notice of such upgrade prior to reaching the Ad Spend Limit and revoke your access to Hootsuite Ads when you reach the Ad Spend Limit if you have not agreed to pay the additional amounts associated with an upgrade. You may also elect to upgrade your subscription with an increased Ad Spend Limit at any point during the Term of the applicable Authorization Form. It is solely your responsibility to monitor your Ad Spend Limit.

5. Additional terms for specific Advertising Platforms.

- . **X Ads.** By using the X Advertising Platform, you authorize Hootsuite to act on your behalf in providing these services to you and agree to be bound by the applicable X Master Services Agreement (which may include <https://legal.twitter.com/ads-terms/us.html> or <https://legal.twitter.com/ads-terms/international.html>), including any policies or guidelines incorporated therein.
- . **LinkedIn Ads.** By using the LinkedIn Advertising Platform, you authorize Hootsuite to act on your behalf in providing these services to you and agree to be bound by the applicable [LinkedIn Ads Terms](#) (which incorporates the [LinkedIn User Agreement](#) and [LinkedIn Advertising Policies](#)) and such other policies or guidelines incorporated therein.

Meta Ads. Meta has a range of products that can be used as Advertising Platforms. By using any Meta products as an Advertising Platform, you agree to be bound by the [Meta Advertising Standards](#), including the [Facebook Community Standards](#) and the [Instagram Community Standards](#). Use of the Facebook Advertising Platform has additional requirements. You authorize Hootsuite, to the extent required by Facebook, to enter into the [Facebook Advertising Terms and Conditions](#) on your behalf and you agree that Hootsuite shall act on your behalf in providing these services to you. You agree to be bound by the [Facebook Advertising Terms and Conditions](#), including any policies or guidelines incorporated therein. Solely with respect to your ads delivered through the Facebook Advertising Platform, Facebook shall be a third party beneficiary under this section.

Schedule D

Hootsuite Beta Terms

Hootsuite may make certain Hootsuite services or functionalities (including services or functionalities that are enabled by third-party artificial intelligence vendors) available to Hootsuite customers and users prior to such services' or functionalities' commercial release (the "**Beta Services**"). Beta Services are intended for evaluation purposes and not for production use and are subject to these Hootsuite Beta Terms (the "**Beta Terms**").

1. Subject to these Beta Terms, we grant you a limited right to use the Beta Services for beta testing purposes during the applicable testing period. We reserve the right to modify the Beta Services or terminate your participation in the beta testing for any reason, without liability, but will use commercially reasonable efforts to provide you with reasonable advance notice of such termination.
2. You agree to provide suggestions, comments, or other feedback with respect to the Beta Services as reasonably requested, including ideas for modifications and enhancements (the "**Beta Feedback**"). You assign to us all right, title and interest in and to the Beta Feedback. All Beta Services and your Beta Feedback are Hootsuite's Confidential Information, and Hootsuite may use your Beta Feedback in advertising and promotional materials.
3. You acknowledge and agree that the Beta Services are not at the level of performance or compatibility of a final, generally available product offering, and may be substantially modified prior to commercial availability, or withdrawn. We are under no obligation to provide technical support with regards to the Beta Services, and we provide no assurance that any specific errors or performance issues in the Beta Services will be corrected.
4. You acknowledge and agree that the Beta Services are provided on an "as is" and "as available" basis without any warranties or conditions of any kind, whether express, implied, statutory or otherwise. Use of the Beta Services is at your sole risk. In no event will we be liable to you for any damage whatsoever arising out of the use of or inability to use the Beta Services.

Schedule E
Acceptable Use Rules

Last Modified: July 9, 2024

We have a few rules on how our services can and cannot be used and this policy explains them (the “**Acceptable Use Rules**”). The rules apply to all of Hootsuite’s services (the “**Services**”) and to all our users regardless of their plans (Free, Professional, Team, Business, and Enterprise). These rules form part of our broader terms of service. If you see an undefined term here, it has the same definition as in [the terms of service applicable to your Services](#) (the “**Terms**”). For clarity, wherever used in these Acceptable Use Rules, “**you**”, “**your**”, “**Customer**”, and similar terms mean the person or legal entity accessing or using the Enterprise Services and “**Hootsuite**”, “**we**”, “**us**”, or “**our**” refers to Hootsuite.

SECTION A	GENERAL RULES
SECTION B	USING AND TRANSFERRING MENTIONS OUTSIDE OF HOOTSUITE
SECTION C	ADDITIONAL RULES: CONTESTS AND SUBMITTED CONTENT
SECTION D	ADDITIONAL RULES: AI-POWERED SERVICES OR CHATBOT SERVICES
SECTION E	ADDITIONAL RULES: LISTENING SERVICES
SECTION F	CONFLICT

A. GENERAL RULES

1. You must:

- a.** Use your best efforts to prevent unauthorized access to or use of the Services, including by maintaining a strong password;
- b.** Keep your passwords and other login credentials for the Services confidential;
- c.** Monitor and control all activity conducted through your Hootsuite account;
- d.** Notify us promptly if you become aware of or suspect any security breach regarding your account, including any loss, theft, or unauthorized disclosure or use of your (or any of your Authorized Users’) username, password, or account;
- e.** Comply with the Social Networks’ applicable terms which you connect through the Services (the “**Social Network TOS**”). These include without limitation and as applicable:

X (formerly Twitter)	Terms of Service published at www.twitter.com/tos (including, in relation to your use of the X Advertising Platform, for which you authorize Hootsuite to act on your behalf (where applicable), the applicable X Master Service Agreement at https://legal.twitter.com/ads-terms/us.html or https://legal.twitter.com/ads-terms/international.html (including any policies or guidelines incorporated therein)
Meta	Terms of Service published at www.facebook.com/legal/terms (including, in relation to your use of any Meta products as an Advertising Platform for which you authorize Hootsuite to act on your behalf (where applicable), the Meta Advertising Standards , including the Facebook Community Standards and the Instagram Community Standards . The Facebook Advertising Terms and Conditions , together with such other policies or guidelines incorporated therein shall also apply to your use of Facebook as an Advertising Platform)

Instagram	Terms of Use published at https://help.instagram.com/581066165581870
LinkedIn	User Agreement published at www.linkedin.com/legal/user-agreement , (including, in relation to your use of the LinkedIn Advertising Platform for which you authorize Hootsuite to act on your behalf (where applicable), the LinkedIn Ads Terms (which incorporates the LinkedIn User Agreement and LinkedIn Advertising Policies) and such other policies or guidelines incorporated therein)
TikTok	Terms of Service published at https://www.tiktok.com/legal/terms-of-service-row?lang=en , https://www.tiktok.com/legal/terms-of-service-eea?lang=en , or https://www.tiktok.com/legal/terms-of-service-us?lang=en , (as applicable)
Pinterest	Terms of Service published at https://policy.pinterest.com/en/terms-of-service
Youtube	Terms of Service published at www.youtube.com/t/terms
WhatsApp	WhatsApp Business Terms of Service published at https://www.whatsapp.com/legal/business-terms/
Google	Business Messages Terms of Service published at https://developers.google.com/business-communications/support/aup
Reddit	Reddit User Agreement published at https://www.redditinc.com/policies/user-agreement

f. If you use Hootsuite to upload Content that was made for children to YouTube websites, applications, services or products, go to YouTube on desktop to declare that Content was made for children.

2.1. You must not:

- a. Make the Services available to anyone other than your Authorized Users;
- b. Allow more than one individual Authorized User to use a single log-in to the Services, or use the Services in excess of the quantities or limits set out in your Services plan;
- c. Sell, trade, or otherwise transfer any Services to another party;
- d. Upload or share Content that you do not own or otherwise have the right to share;
- e. Use the Services to store or transmit any Content, including Customer Content, that may infringe or violate the intellectual property, privacy, publicity rights, or any other rights of any person or third party, that may violate any applicable laws or applicable Social Network TOS, or that is:
 - . Defamatory;
 - . Threatening or harassing;
 - . Fraudulent;
 - . Willfully or intentionally misleading;
 - . Hate speech;
 - . Terrorist content;
 - . Inciting violence;
 - . Child exploitative;
 - . Intimate content shared without consent;
 - . In breach of ethical advertising principles; or

Otherwise tortious or unlawful;

f. Use the Services to send spam or other unsolicited messages in violation of applicable laws or any applicable Social Network TOS;

g. Upload to, or transmit from, the Services any Content that contains or redirects to a virus, Trojan horse, worm, or other harmful component;

h. Attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services or the Social Networks (including any mechanism used to restrict or control the functionality of the Services or the Social Networks) or any data from third parties (in other words, someone other than you, your Authorized Users or Hootsuite) contained in the Social Networks (except to the extent such restrictions are prohibited by applicable laws);

i. Attempt to gain unauthorized access to the Services, the Social Networks, or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services or the Social Networks;

j. Access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services or the Social Networks;

k. Engage in any abusive practices that degrade the performance of the Services (or any part of the Services) for you or any of our other customers (for example, by tracking singular high-frequency terms such as "love", "yes", or "the" or other similar activities, or conducting a search on all sport clubs without using any additional filters such as "country" or otherwise);

l. Use the Services for redistribution, syndication, or fraudulent activities;

m. Knowingly use, display, distribute, or otherwise make Content (or information derived from Content) available to any entity, for the purpose of: (a) conducting or providing surveillance or gathering intelligence, including but not limited to investigating or tracking end users or Content; (b) conducting or providing analysis or research for any unlawful or discriminatory purpose, or in a manner that would be inconsistent with end users' reasonable expectations of privacy; (c) monitoring sensitive events (including but not limited to protests, rallies, or community organizing meetings); or (d) targeting, segmenting, or profiling individuals based on sensitive personal information, including their health (e.g., pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, Content relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law;

n. Use the Services to access or use Content from X (formerly Twitter) if you are, or act on behalf of, any government-related entity whose primary function or mission includes conducting surveillance or gathering intelligence; or

o. Allow or encourage any third party to do any of the above.

2.2. Hootsuite has established processes for reporting, validating and, where appropriate, taking down content that is believed to be illegal. If there is content on Hootsuite that you believe may be illegal, please report it to Hootsuite by following the instructions on our [Reporting Illegal Content to Hootsuite](#) page.

B. USING AND TRANSFERRING MENTIONS OUTSIDE OF HOOTSUITE

3.1. When Hootsuite obtains Mentions on your behalf and at your instruction from Social Networks or other Third-Party Services that you connect to the Hootsuite Services, Hootsuite does so subject to the terms and conditions that the Social Networks and Third-Party Services impose on use of those Mentions within our Services. When you subsequently make any use of Mentions outside of Hootsuite's Services, export Mentions outside of Hootsuite's Services, or instruct Hootsuite to transfer Mentions to Third-Party Services, you are controlling the purposes and means of processing any personal data associated with such Mentions, Hootsuite does not control the use of those Mentions and is consequently unable to ensure that the use of those Mentions complies with the requirements of the Social Networks or other Third-Party Services from which the Content originated or any privacy laws. As such, to the extent that you use, transfer or instruct Hootsuite to transfer Mentions outside of Hootsuite, you expressly acknowledge and agree that you are solely responsible for ensuring that your and your service providers' use of such Mentions complies in all respects with privacy laws and the then-current terms and conditions imposed by the Social Networks or other Third-Party Services on the use of such Mentions, including, without limitation and as applicable:

a. any Mentions that originated from Facebook or Instagram are subject to the Meta Platform Terms published at <https://developers.facebook.com/terms/> and Developer Policies published at <https://developers.facebook.com/devpolicy/>;

b. any Mentions that originated from X (formerly Twitter) are subject to X's (formerly Twitter's) Developer Agreement and Policy published at <https://developer.twitter.com/en/developer-terms/agreement-and-policy.html>.

THE FOREGOING LIST IS NOT INTENDED TO BE EXHAUSTIVE. IT IS YOUR RESPONSIBILITY TO IDENTIFY WHICH SOCIAL NETWORKS OR OTHER THIRD-PARTY SERVICES MENTIONS ORIGINATE FROM AND TO ENSURE THAT YOUR ACCESS TO AND USE OF THOSE MENTIONS IS IN COMPLIANCE WITH THIS SECTION AND ALL TERMS AND CONDITIONS REQUIRED BY THE APPLICABLE SOCIAL NETWORK OR OTHER THIRD-PARTY SERVICE.

3.2. Hootsuite cannot guarantee that historical data (including but not limited to Mentions) will be available at all times. If a Social Network or other Third-Party Service requires Hootsuite to remove Mentions from the Hootsuite Services, or Hootsuite reasonably believes that the provision of Mentions would cause Hootsuite to violate agreements with third parties, or to infringe the intellectual property, other proprietary rights of third parties or any applicable laws and/or regulations, Hootsuite may remove Mentions from the Hootsuite Services and you agree to cooperate with Hootsuite to ensure that any affected Mentions are also removed from your and your service providers' systems. Further, once the Services expire or are terminated, Hootsuite shall have no obligation to retain any historical Content or data (including but not limited to Mentions) and shall be fully entitled to delete such Content or data. You will also ensure that any affected Mentions are also removed from your and your service providers' systems on termination.

C. ADDITIONAL RULES APPLICABLE IF YOU USE THE SERVICES FOR CONTESTS OR OTHERWISE ASK INDIVIDUALS TO SUBMIT CONTENT THROUGH THE SERVICES ("Submitted Content")

4. You must not:

- a.** Request that any participant submit personal medical information, social security information, payment card details, financial or other similarly sensitive information;
- b.** Request Submitted Content that would violate any applicable laws, rules, or regulations; or
- c.** Refer to Hootsuite or use our name, trademarks, or trade names in connection with your request for Submitted Content.

D. ADDITIONAL RULES APPLICABLE IF YOU USE AI POWERED SERVICES OR CHATBOT SERVICES

5.1. In addition to the Additional Rules in Section C.4. of these Acceptable Use Rules, **you must not:**

- a.** Contact end users through any messaging service, unless you, or the party to whom you are operating as a service provider, have all the necessary consent to do so;
- b.** Include links to sites off of Facebook Messenger or Instagram Messaging where payment information is collected; or
- c.** Use Facebook Messenger or Instagram Messaging to sell digital goods, unless you have received permission from Meta to do so.

5.2 You must:

- a.** Immediately respect all requests by end users to block, discontinue, or otherwise opt out of receiving messages from you; and
- b.** Provide human agents to receive, and respond to, any Conversations (as defined in the Hootsuite Chatbot Terms) that are escalated via a Chatbot Service (as defined below) for human review.

5.3. Hootsuite uses, without limitation, Microsoft Azure and OpenAI to provide certain AI Functionality and if you use any AI-Powered Services with such AI Functionality, the following terms apply:

- <https://openai.com/policies/business-terms/>
- <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct?context=%2Fazure%2Fai-services%2Fopenai%2Fcontext%2Fcontext>
- <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>

5.4 Chatbot Services. In addition to the terms of the Terms and the Acceptable Use Rules, if you use the Chatbot Services ("Chatbot Services"), the Hootsuite Chatbot Terms published at www.hootsuite.com/legal/chatbot-terms also apply and govern that use.

E. ADDITIONAL RULES APPLICABLE IF YOU USE ANY HOOTSUITE SOCIAL LISTENING SERVICES

6.1. You **must not** publicly display any Mentions. Notwithstanding the foregoing, analytic extracts of social listening reports, such as charts and graphs, may be displayed so long as the Mentions or any portion thereof do not appear in such display. For illustrative purposes, if you wish to embed Mentions directly on your website, you must comply with any applicable law and the conditions specified by (a) the relevant Third-Party Service or (b) as stated in the agreement between such relevant Third-Party Service and you, if any. Any other public displays are not permitted unless specifically authorized and pre-approved by Hootsuite, and the applicable Third-Party Service, as may be required.

6.2. You acknowledge and agree that (a) Hootsuite depends upon (i) availability and access to Third-Party Services, and (ii) international legislation (including but not limited to laws pertaining to intellectual property, copyright, or personal data protection), which we do not control and may change without notice; and (b) Hootsuite may, in its sole discretion at any time for any reason, remove Mentions and/or stop providing access to data (or parts of data) from Third-Party Services without liability to you or any third party for such change.

6.3. You understand and agree these additional social listening services are reliant on Third-Party Services and, as such, specific conditions are attached to their access and use. In addition to complying with any applicable terms, conditions, rules and policies of the Social Networks (listed in these Acceptable Use Rules), when you use any Hootsuite social listening services, **you must also** comply with the applicable terms of any Third-Party Service to the extent that it is used in connection with the Hootsuite social listening services, which are published here: www.hootsuite.com/legal/listen-aur. This list may be updated by Hootsuite from time-to-time without notice to you.

6.4. In order to obtain Mentions from certain Third-Party Services, you may be required to either (a) sign a dedicated Authorization Form, (b) include a dedicated line in an Authorization Form, or (c) sign a direct subscription form with the relevant Third-Party Service (for example, LexisNexis and/or TVEyes).

6.5. Content and Mentions (including without limitation the text, image, video and audio files, graphics, tables, functionality, data selection, and arrangement) are protected by applicable copyright and trademark law, or trade secrets, and may be protected by patent and other forms of intellectual property rights. You acknowledge and accept that the owners of Content and Mentions retain all present and future right, title, and interest in their Content and any Mentions, and all intellectual property rights therein including but not limited to trademarks, trade names, database rights, processes, software, patents, copyrights, designs, logos, calculations, algorithms, and domain names.

F. CONFLICT

7. In the event of any conflict between these Acceptable Use Rules and the Terms, the Terms will govern.

Schedule F

App Directory Terms

The following terms ("**App Directory Terms**") shall apply in addition to the Hootsuite Terms of Service (as defined below) and govern your access and use of the Hootsuite App Directory and any Apps.

1. Key Definitions

"Account" means your subscription to the Hootsuite Services.

"App" means any software application that you access or that is made available to you via the App Directory, and includes any updates or other changes to the App.

"App Directory" means Hootsuite's online directory for Apps, accessible through the Hootsuite Services and at <http://apps.hootsuite.com/>.

"Hootsuite App" means an App that is owned and offered by Hootsuite.

"Hootsuite Services" means the products and services made available to you by Hootsuite, but expressly excluding any Third-Party Apps or Third-Party Services.

"Hootsuite Terms of Service" means, as applicable, the Hootsuite Enterprise Terms of Service published at <https://hootsuite.com/legal/enterprise-terms>, the Hootsuite Self-Serve Terms of Service published at <https://hootsuite.com/legal/terms>, and/or the other agreement governing your use of and access to the Hootsuite Services.

"Third-Party App" means an App that is owned and offered by someone other than Hootsuite.

"Third-Party Developer" means the owner of a Third-Party App.

2. License & IP Rights

Subject to your compliance with these App Directory Terms and payment of any required fees, Hootsuite grants you a limited, non-exclusive, non-transferable, revocable license to access and use the App Directory and the Apps. Subject only to the foregoing, (a) Hootsuite owns all right, title, and interest, including all intellectual property rights, in and to the App Directory and the Hootsuite Apps, and (b) each Third-Party Developer owns all right, title, and interest, including all intellectual property rights, in and to the applicable Third-Party App.

3. Third-Party Apps

Any use of a Third-Party App by you, including any terms that apply between you and the applicable Third-Party Developer or any exchange of data between you and the applicable Third-Party Developer, is solely between you and the applicable Third-Party Developer. YOU ACKNOWLEDGE AND AGREE THAT HOOTSUITE DOES NOT OWN, PROVIDE, MAINTAIN, SUPPORT OR WARRANT THIRD-PARTY APPS AND THAT HOOTSUITE IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY APPS OR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY DEVELOPERS. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON THIRD-PARTY APPS. Any failure by a Third-Party Developer to provide services, support or maintenance in respect of a Third-Party App will not entitle you to any refund of fees paid, if any, for Third-Party App or the Hootsuite Services.

4. Hootsuite Apps

4.1 No Warranties. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE HOOTSUITE TERMS, HOOTSUITE PROVIDES THE HOOTSUITE APPS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES OF ANY KIND AND, TO THE GREATEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL EXPRESS OR IMPLIED WARRANTIES OF FUNCTIONALITY, DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY AND NON-INFRINGEMENT, THAT THE HOOTSUITE APPS WILL MEET YOUR REQUIREMENTS OR THAT THE HOOTSUITE APPS WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON ANY HOOTSUITE APPS.

4.2 Integration with Third-Party Services. Certain Hootsuite Apps are specifically designed to interoperate with Third-Party Services (including, for example, the Hootsuite Social Customer Care App's interoperation with SFDC Services). YOU ACKNOWLEDGE AND AGREE THAT HOOTSUITE DOES NOT OWN, PROVIDE, MAINTAIN, SUPPORT OR WARRANT THIRD-PARTY SERVICES AND THAT HOOTSUITE IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY SERVICES OR THE ACTS OR OMISSIONS OF ANY PROVIDER OF THIRD-PARTY SERVICES. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON THIRD-PARTY SERVICES. Any failure by providers of Third-Party Services to provide services, support or maintenance in respect of the applicable Third-Party Service will not entitle you to any refund of fees paid, if any, for Hootsuite Apps or the Hootsuite Services.

4.3 Hootsuite Social Customer Care App Terms. The Hootsuite Social Customer Care App ("Hootsuite Social Customer Care App" or "Customer Care App") is a Hootsuite App that integrates with Salesforce that you may request access to, and includes any updates or other changes to the App. If you use the Customer Care App, the Customer Care Terms published at www.hootsuite.com/legal/hs-sfdc-terms also apply to and govern that use.

5. Transfers and Use of Data Outside of Hootsuite

5.1 Transfers Outside of Hootsuite. You acknowledge and agree that your use of any Third-Party App or any Hootsuite App that interoperates with a Third-Party Service will involve the transfer of data (including information about you) outside of Hootsuite to parties that are unaffiliated with Hootsuite. If you choose to use a Third-Party App or any Hootsuite App that interoperates with a Third-Party Service, you (i) hereby authorize and instruct Hootsuite to provide and transfer to the applicable Third-Party App and/or Third-Party Service, any and all of your Hootsuite account information and Content, as requested by the applicable Third-Party App and/or Third-Party Service and (ii) warrant that you have all relevant permissions and consents to transfer such data to the applicable Third-Party App and/or Third-Party Service. Hootsuite is not responsible for any collection, transmission, disclosure, modification, use or deletion of this data once it has been provided or transferred to the applicable Third-Party App and/or Third-Party Service. You should only use Third-Party Apps and Third-Party Services that you trust, and you should review the applicable privacy policy or other relevant document for each to understand how and when they will use your data. You may revoke an App's access to your Hootsuite account at any time.

5.2 Restrictions on Use of Data Outside of Hootsuite. You expressly acknowledge and agree that you are solely responsible for your and your service providers' (including but not limited to any Third-Party App or Third-Party Service that you use) compliance with the restrictions and requirements set out in the [Acceptable Use Rules](#) for use outside of Hootsuite of any data accessed or obtained through Hootsuite from a Social Network or other Third-Party Service.

6. Suspension

If Hootsuite reasonably believes that you have breached these App Directory Terms or the Hootsuite Terms of Service, Hootsuite may suspend your access to the Apps and the App Directory without notice and without refund of any fees.

7. Modifications

Hootsuite may modify the App Directory or any App, including your access to it, in Hootsuite's sole discretion, without providing you with notice or any refund, credit, or other compensation. This includes, for example but without limitation, (a) adding and removing Apps, (b) changing the status of Apps from free to paid, and (c) removing functionality in the Hootsuite Services to interoperate with Third-Party Apps or removing functionality in Hootsuite Apps to interoperate with Third-Party Services. If any modification to the App Directory or any App is unacceptable to you, your only recourse is to cease using the App Directory or the applicable App. Your continued use of the App Directory or the applicable App after the effective date of any modifications will be deemed to be your acceptance of such modifications.

8. Interpretation

Notwithstanding anything in the Hootsuite Terms, these App Directory Terms will prevail to the extent of any conflict with the Hootsuite Terms of Service to the extent applicable to the App Directory, any App, or your access to or use of the App Directory or any App.

Schedule G

Third-Party Services – Applicable Terms of Use

If you purchase any of the following Third-Party Services from Hootsuite as an authorized reseller of such Third-Party Services, you are expressly agreeing to the terms and conditions applicable to such services.

- **Brandwatch services** - Brandwatch Terms and Conditions published at <http://www.brandwatch.com/terms-and-conditions/>
- **Crowd Analyzer** - Crowd Analyzer Subscription Agreement published at <https://www.crowdanalyzer.com/legal/la>
- **Digimind services** - Digimind Social Terms for Hootsuite published at https://social.digimind.com/statics/uploads/public/terms_en.pdf
- **Global Relay services** - Global Relay Service Master Terms of Service (Reseller) published at <https://www.globalrelay.com/company-info/reseller-terms-of-service>
- **Heyday services** - Heyday Terms of Service published at: <https://heyday.hootsuite.com/terms/>
- **Kawo services** - Kawo Customer Terms of Service published at <https://kawo.com/en/terms-of-service>
- **Linkfluence** - Linkfluence Terms and Conditions available at <https://www.meltwater.com/en/terms-of-use>
- **Proofpoint (Nexgate) services** - Nexgate Product Terms of Use published at <https://www.proofpoint.com/us/legal/license> and <https://www.proofpoint.com/sites/default/files/legal-documents/pfpt-en-digital-risk-products-sla.pdf>
- **Pulsar services** - Fenix Media Limited (trading as Pulsar) terms and conditions published at: <https://www.pulsarplatform.com/terms/>
- **Review Trackers services** - Review Trackers Terms of Service published at <https://www.reviewtrackers.com/terms-service/terms-of-service/>
- **Smarsh services** - Smarsh Service Terms published at <http://www.smarsh.com/wp-content/uploads/2017/03/Smarsh-Subscription-Service-Agreement-7-1-Live.pdf>
- **Synthesio services** - Synthesio client agreement published at <http://resources.synthesio.com/rs/297-CXJ-795/images/h%26s.pdf>
- **Talkwalker services** - Talkwalker end user license agreement published at <http://www.talkwalker.com/en/terms-of-service>
- **Tint** - Tint Terms of Service available at <https://www.tintup.com/terms>
- **Unmetric Inc.** - Unmetric Terms of Use available at <https://unmetric.com/terms-use>
- **UpContent** - Upcontent terms of service available at <https://www.upcontent.com/enterprise-terms>
- **Upfluence services** - Upfluence software terms and conditions published at: <https://www.upfluence.com/agupv11>
- **ZeroFOX services** - ZeroFOX, Inc. Standard Terms and Conditions published at <https://www.zerofox.com/master-customer-agreement/>.

Schedule H
Security Practices

Last updated: September 20, 2022

Hootsuite maintains organizational and technical measures (“**Security Practices**”) to protect information you provide to us (“**Customer Information**”) from loss, misuse, and unauthorized access or disclosure. These measures take into account the sensitivity of the information Hootsuite collects, processes and stores; the current state of technology; the costs of implementation; and the nature, scope, context, and purposes of the data processing Hootsuite engages in.

Where used in this Security Practices document, “**Hootsuite Services**” means the Self-Serve Services or Enterprise Services, as applicable and as defined in the terms applicable to your access to and use of the Hootsuite Services (the “**Agreement**”). Capitalized terms not defined in this document have the meanings given to them in the Agreement.

The Security Practices include:

1. Assigned Security Responsibility. Hootsuite has a designated security official and security team responsible for overseeing the development, implementation, and maintenance of its Security Practices.

2. Personnel Practices.

a. All of Hootsuite’s employees:

- i. are bound by Hootsuite policies regarding the confidential treatment of Customer Information;
- ii. receive security and privacy training during onboarding and on an ongoing basis at least annually thereafter, and supervision at a level and substance that is appropriate to their position;
- iii. are required to read and sign information security and privacy policies covering the confidentiality, integrity, availability and resilience of the systems and services Hootsuite uses in the delivery of the Hootsuite Services.

b. Hootsuite maintains appropriate controls to restrict its employees’ access to the Customer Information that you and your Authorized Users make available via the Services, and to prevent access to Customer Information by anyone who should not have access to it.

c. Hootsuite conducts appropriate pre-employment screening commensurate with the sensitivity of a role, which may include criminal background checks for particularly sensitive positions, where permissible by law.

3. Compliance and Testing. Hootsuite undergoes a rigorous audit process for various security-related certifications for its Services. Respective certifications for each of the Services is set out in our Trust Centre (<https://trustcenter.hootsuite.com/>).

a. Service Organization Control (SOC) Reports: Hootsuite undergoes a SOC 2 Type II audit annually which is performed by an independent third party auditor. A copy of Hootsuite’s most recent report is available upon request for existing Enterprise customers or for prospective Enterprise customers who agree to hold the report in confidence under a Hootsuite form of non-disclosure agreement.

b. ISO 27001: Hootsuite undergoes an ISO 27001 audit annually which is performed by an independent third party auditor.

c. PCI DSS: When payments are processed via credit card, Hootsuite uses third-party vendors that are PCI DSS compliant. At no point does Hootsuite store, transmit, or process your credit card information; Hootsuite simply stores anonymous tokens that identify the applicable processed transactions.

d. FedRAMP Authorization: The Hootsuite Services are authorized for use under the U.S. government’s Federal Risk and Authorization Management Program ([FedRAMP Marketplace](#)), a certification process that is audited against the NIST SP 800-53 standard.

e. External Pentest: The Services are subjected to annual penetration testing performed by an independent third party, for its web and mobile applications.

4. Access Controls. Hootsuite has and will maintain appropriate access controls, including:

- a. Policies and procedures that address onboarding, off-boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts;
- b. Segregation of conflicting duties and areas of responsibility;

- c. Maintaining current and accurate inventories of computer and user accounts;
- d. Enforcing the principles of “least privilege” and “need to know”;
- e. Reviewing user access rights on a regular basis to identify excessive privileges;
- f. Enforcing a limit of invalid login attempts; and
- g. Password requirements that include a defined minimum complexity, password changes after the first login, and subsequent changes at predetermined intervals with limits on reuse.

5. Multi-Factor Authentication.

- a. Access to the systems used by Hootsuite employees and contract personnel is controlled by multi-factor authentication. This means that all Hootsuite employees and contractors are required to provide an additional authentication credential in addition to the password credentials, in order to gain access to any system used in the provision of the Services.
- b. Hootsuite also supports multi-factor authentication capability for its Customers and their Authorized Users in respect of their use of the Services (as a tool for their use in maintaining the security of their accounts).

6. Single Sign-On.

- a. Hootsuite has implemented single sign-on (SSO) company-wide to ensure greater and more centralized access control to the systems used by Hootsuite employees and contract personnel.
- b. Hootsuite also supports SSO capability for Enterprise customers that wish to ensure greater and more centralized access control to their accounts.

7. Data Encryption.

- a. All Customer Information is encrypted at rest and in transit. The Services support the latest secure cipher suites and protocols to encrypt all traffic in transit. Hootsuite currently supports only TLS 1.2 or above on its website and all pages that accept credit card information.
- b. Hootsuite monitors the changing cryptographic landscape closely and makes commercially reasonable efforts to upgrade the Services to respond to new cryptographic weaknesses as they are discovered and implement best practices as they evolve.

8. Logging and Intrusion Detection.

- a. All systems used in the provision of the Services, including firewalls, routers, network switches, and operating systems, log information to secure log servers in order to enable security reviews and analysis.
- b. Hootsuite maintains an extensive, centralized logging environment in its production environment which contains information pertaining to security, monitoring, availability, access, and other metrics about the Services. Logs are analyzed for security events via automated monitoring software, overseen by Hootsuite’s security team.
- c. Hootsuite monitors the Services for unauthorized intrusions using network-based and host-based intrusion detection mechanisms and web application firewalls.

9. Network Protection. In addition to system monitoring and logging, Hootsuite has implemented firewalls. Ports not utilized for delivery of the Services are blocked by configuration with our data center provider.

10. Host Management. Hootsuite performs automated malware and vulnerability scans on its production workloads and uses commercially reasonable efforts to remediate any findings that present a material risk to the Services environment. Hootsuite enforces malware scans, screen lockouts and the usage of full disk encryption for company laptops.

11. Disaster Recovery.

- a. When your use of the Services requires Hootsuite’s systems to store Customer Information, such Customer Information is stored redundantly at multiple locations in Hootsuite’s hosting provider’s data centers to ensure availability. Hootsuite has backup and restoration procedures to allow recovery from a major disaster, where applicable.
- b. Customer Information and Hootsuite’s source code is automatically backed up on a nightly basis. Hootsuite’s operations team is alerted in the event of any failure with this system. Backups are fully tested to confirm that these processes and tools work as expected.

12. Physical Security. Hootsuite currently uses Amazon Web Services (AWS) for its production data centers to provide the Services. AWS was selected for its high standards of both physical and technological security, and has internationally recognized certifications and accreditations, demonstrating compliance with rigorous international standards, such as ISO 27017 for cloud security, ISO 27018 for cloud privacy, SOC 1, SOC 2 and SOC 3, PCI DSS Level 1, and others. For more information about Amazon Web Services' certification and compliance, please visit the AWS Security website (<https://aws.amazon.com/security/>) and the AWS Compliance website (<https://aws.amazon.com/compliance/>).

13. Security Policies and Procedures. Hootsuite implements and maintains security policies and procedures that align with the National Institute of Standards and Technology (NIST) cybersecurity framework. In particular, the Services are operated in accordance with the following policies and procedures:

- a. Customer passwords are stored using a one-way salted hash.
- b. Customer authentication logs are captured to safeguard customer data and to aid in the investigation of security incidents.
- c. Customer passwords are not logged.
- d. Hootsuite personnel will not set a defined password for a user. Passwords are reset to a random value (which must be changed on first use) and delivered automatically via email to the requesting user.

14. Product Design Security Practices. New features, functionality, and design changes go through a review process facilitated by Hootsuite's security team. In addition, Hootsuite's code is tested and manually peer-reviewed prior to being deployed to production. Hootsuite's security team works closely with its product and engineering teams to resolve any additional security or privacy concerns that may arise during development.

15. Incident Management & Response. Hootsuite maintains robust security incident management policies and procedures for incident response. Hootsuite notifies impacted customers without undue delay of any unauthorized disclosure of their Customer Information by Hootsuite or its agents of which Hootsuite becomes aware, to the extent permitted by law.