

Terms of Service

Effective Date: April 20, 2020

ACCEPTANCE OF OUR TERMS

These Terms of Service (“**Terms**”) constitute a binding contract between you and LiveDune, Inc. (“**us**” or “**we**” or “**LiveDune**”) governing the use of and access to the products we offer in connection with a paid or trial subscription (“**Products**”) to you and any authorized individuals engaged by you to use the Products on your behalf (each, a “**User**,” and collectively, “**Users**”). By using or accessing the Products, or authorizing or permitting any User to use or access the Products, you accept and agree to be bound by these Terms.

If you are entering into these Terms on behalf of a company, organization, or other legal entity (“**Entity**”), you agree to these Terms for that Entity and represent to LiveDune that you have the authority to bind such Entity and its affiliates to these Terms. In such case, “you” or “Customer” shall refer to such Entity and its affiliates. If you are a Customer’s User, then these Terms will apply to you to the extent they are applicable to Users. If Customer is an agency, then a User may also be an agency client as described in Section 10 (Agencies). If you do

not have the authority to bind the Entity to these Terms or do not agree to these Terms, do not accept these Terms or use or access the Products.

You represent and warrant that the information you provide in registering for the Products is accurate, complete, and rightfully yours to use.

REGISTERING USERS ON OUR APPLICATION

Except as set forth in Section 10 (Agencies), you agree that you will only access our Applications for your internal business purposes and subject to these Terms. After any free trial of our Products, you will be required to register for our Application and pay a subscription fee for the use of our Products. You must pay such subscription fees on the first day of your subscription term unless otherwise specified on your service order.

If you, as a Customer, add Users to your account, you must bind each of the Users to these Terms. You are responsible for all information, data, content, messages or other materials that you or your Users post or otherwise transmit via the Applications (collectively, "**Content**"). You acknowledge and agree that a login may only be used by one (1) person, and that you will not

share a single login among multiple people. You are responsible for maintaining the confidentiality of your login and account, and are fully responsible for any and all activities that occur under or in connection with your login or account. Except for as provided in Section 10 (Agencies), you agree that you will not trade, transfer, or sell access to your login or account to another party unless otherwise agreed to in writing by LiveDune.

As a User, you represent and warrant that you are: (i) 18 years or older, (ii) not prohibited or restricted from having a LiveDune account, and (iii) not a competitor of or using the Products for purposes that are competitive with LiveDune.

You agree to use reasonable efforts to prevent unauthorized use of the Products and notify us immediately if you discover any unauthorized use through your account. You will take all necessary steps to terminate the unauthorized use and agree to cooperate with us in preventing or terminating such unauthorized use of the Products.

AVAILABILITY OF SERVICE

While we will use commercially reasonable efforts to keep our Applications available and accessible, the Applications may be unavailable from time to time for

repairs, upgrades, routine and emergency maintenance, or other interruptions that may be out of our reasonable control, including any outages of Third-Party Services (as defined in Section 5) or any related application programming interface (“**APIs**”) and integrations.

Interruptions of our Applications shall not serve as a basis to terminate your subscription or demand any full or partial refunds or credits of prepaid and unused subscription fees.

OUR USE OF THIRD PARTY INTEGRATIONS AND SERVICES

Our Applications may contain links to or allow you to connect and use certain external third-party products, services, or software in conjunction with your use of our Applications and Products (“**Third Party Services,**” and each, a “**Third Party Service**”), including certain social media networks and other integration partners. To take advantage of these features, you may be required to sign up or log into such Third Party Service on their respective websites or applications. By enabling the Applications to access such Third Party Service, you are permitting LiveDune to pass on your login information to the Third Party Service and granting the Third Party Service permission to access or otherwise process your

data. You acknowledge that your use of such Third Party Service is governed solely by the terms and conditions and privacy policy of such Third Party Service (including, but not limited to, the Twitter Terms of Service located at www.twitter.com/tos and the YouTube Terms of Service located at <https://www.youtube.com/t/terms>), and that LiveDune does not endorse, is not liable for, and makes no representations as to the Third Party Service, its content, or the manner in which such Third Party Service uses, stores, or processes your data. We are not liable for any damage or loss arising from or in connection with your enablement of such Third Party Service and your reliance on the policies, privacy practices, and data security processes of such Third Party Service. We are not responsible or liable for any changes to or deletion of your data by the Third Party Service. Certain features of our Products may depend on the availability of these Third Party Services and the features and functionality they make available to us. We do not control Third Party Service features and functionality, and they may change without any notice to us. If any Third Party Service stops providing access to some or all of the features or functionality currently or historically available to us, or stops providing access to such features and functionality on reasonable terms, as determined by LiveDune in our sole discretion, we may stop providing

access to certain features and functionality of our Products. We will not be liable to you for any refunds or any damage or loss arising from or in connection with any such change made by the Third Party Service or any resulting change to our Products. You irrevocably waive any claim against LiveDune with respect to such Third Party Services.

PAYMENT TERMS

You will either pay for your Plan in our Application, or upon receipt of an invoice issued by us.

Payment in Application

Monthly Plans. For monthly Plans, we will charge you on the first day of your subscription term and automatically on the same date of each subsequent month ("**Monthly Pay Date**"). We will continue to charge you for your Plan, including any Add-Ons, on a monthly basis unless you decide to cancel at any time by accessing the "Billing" page within the Application. If you cancel in the month preceding your Monthly Pay Date, you will not be issued any refunds or credits of prepaid and unused fees for the remainder of the subscription term and you will continue to have access to the Products until the following Monthly Pay Date.

Annual Plans. For annual Plans, we will charge you on the first day of your subscription term and automatically on

the same date of each subsequent year ("**Annual Pay Date**"). We will continue to charge you for your Plan, including any Add-Ons, on an annual basis unless you decide to cancel prior to the Annual Pay Date by accessing the "Billing" page within the Application. If you cancel during the subscription term, you will not be issued any refunds or credits of any prepaid and unused fees for the remainder of the subscription term and you will continue to have access to the Products until the following Annual Pay Date. **Payment By Invoice.** If we invoice you for your Plan, your subscription term will be detailed on the service order and your payment will be due upon receipt of the applicable invoice. Unless otherwise specified on your service order, if we do not receive payment within thirty (30) days of us issuing you the invoice, your account may be suspended and you will lose access to the Products. Unless otherwise specified on your service order, your Plan will automatically renew at the end of the subscription term. If you would like to cancel your Plan, you can provide such notice via email to support@livedune.com.

Changes To Your Plan. If you choose to upgrade your Plan or add any Add-Ons to your Plan during your subscription term, you will be charged for the then-current price for the upgrade or Add-Ons prorated based on the number of days remaining in your subscription term. Unless otherwise specified on your service order, any upgrade or

Add-Ons that you add will be coterminous with the existing Plan and automatically renew at the end of the subscription term along with your Plan. If you choose to downgrade your Plan or remove any Add-Ons from your Plan, you will not be issued any refunds or credits for the unused and prepaid fees in connection with the downgrade or removal. Downgrading your Plan may cause the loss of content, features, or capacity of your account and we do not accept any liability for any such loss.

Credit Card and Paypal Authorization. By submitting your credit card or Paypal information to LiveDune, you authorize LiveDune to store this information with its third party service providers and to charge the credit card or Paypal account you have provided to us until your account is terminated. In addition, you authorize us to use a third-party payment processor in processing payments. If your credit card expires, or is declined or your Paypal information requires an update, we will provide you notice via email. If, for any reason, your payment cannot be completed through credit card or Paypal, we may suspend your account until we receive payment.

Taxes. All payments you make are exclusive of federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (including, without limitation, sales taxes, use taxes, and value-added taxes). You agree to be responsible for the payment of

all such charges, excluding taxes based upon our net income. All amounts payable by you hereunder shall be grossed up for any withholding taxes imposed by any foreign government on your payment of amounts to LiveDune.

CANCELLATION AND TERMINATION

Termination by You. You may terminate your account at any time without cause, but you will not be entitled to any refunds of any prepaid and unused fees, and any unpaid fees under your Plan for the applicable subscription term will become immediately due and payable. You may terminate your account and receive a prorated refund of any prepaid and unused fees, if we fail to cure a material breach of these Terms within thirty (30) days of our receipt of written notice from you describing the breach. You may also cancel your account as provided in Section 6 (Payment).

Termination by Us. We may restrict functionality of the Products or temporarily suspend your account if we reasonably believe that you have violated these Terms. Unless we believe the need to restrict or suspend access is time-sensitive and requires immediate action without notice, or we are prohibited from providing notice under law or legal order, we will use commercially reasonable efforts to notify you by email prior to such suspension.

We will not be liable to you or any third parties for any of the foregoing actions. We may terminate your account and use of the Products for any of the following reasons: (i) you fail to comply with these Terms, (ii) you do not pay your fees in accordance with the payment terms under your Plan, (iii) at the expiration of the subscription period of your Plan if we provide prior written notice to you, (iv) you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (v) if we reasonably determine you are acting or have acted in a way that could present substantial reputational harm to LiveDune or our current or prospective partners or customers. In no event will any termination by us for the foregoing reasons entitle you to any refunds of any prepaid and unused fees or relieve you of your obligation to pay any fees payable to us prior to the date of termination, and any unpaid fees under your Plan will become immediately due and payable. Any suspected fraudulent, abusive, hateful, discriminatory or illegal activity may be grounds for immediate termination of your use of the Product and may be referred to law enforcement authorities.

Post Termination. If your account is terminated, you must cease using the Products and LiveDune reserves the right to delete your account settings and Content within thirty

(30) days of such cancellation or termination with no liability or notice to you. Once your account settings and Content are deleted, you will not be able to recover such account settings and Content, except any Content that remains on Third Party Services pursuant to the terms and conditions of such Third-Party Services.

YOUR USE OF THE PRODUCTS

You agree not to, nor authorize or permit any User or third party to: (a) license, sublicense, sell, rent, lease, or otherwise permit third parties to use the Products; (b) circumvent or disable any security or other technological features or measures of the Products; (c) reverse engineer any element of the Products, or use the Products to compete with the Products, (d) modify, adapt or present the Products to falsely imply any sponsorship or association with LiveDune; (e) use the Products in any manner that interferes with or disrupts the integrity or performance of the Products or the components of the Products; (f) use the Products to post, upload, link to, send or store any Content that is defamatory, libelous, fraudulent, derogatory, abusive, obscene, unlawful, hateful, harassing, violent, threatening, racist, or discriminatory, (g) use the Products to post, upload,

link to, send, distribute, or store any Content that contains any viruses, malware, Trojan horses, ransomware, or any other similar harmful software; (h) use the Products to post, upload, link to, send, distribute, or store any Content that is material protected by copyright, trademark, or any other proprietary right without first having obtained all rights, permissions, and consents necessary to make such Content available on or through the Products and to grant LiveDune the limited right to use Content as set forth in these Terms, (i) attempt to use any method to gain unauthorized access to any paid or restricted features of the Sites or to the Products and its related systems or networks, (j) use automated scripts to collect information from or otherwise interact with Third Party Services or the Products; (k) deep-link to the Sites (other than LiveDune's home page) for any purpose, unless expressly authorized in writing by LiveDune; (l) impersonate any other user of the Products; or (m) use the Products in violation of applicable law or any acceptable use policy, terms of use (including, but not limited to, the Twitter Terms of Service located at www.twitter.com/tos and the YouTube Terms of Service located at <https://www.youtube.com/t/terms>) or any similar policy or terms of Third-Party Services.

You agree not to use, and not to knowingly display, distribute, or otherwise make content or information

derived from the Products available to any entity for the purpose of: (i) conducting or providing surveillance or gathering intelligence, including but not limited to, investigating or tracking individual social media users or their content, or to obtain information on social media users or their content, in a manner that would require a subpoena, court order, or other valid legal process; (ii) tracking, alerting, or other monitoring of sensitive events (including but not limited to protests, rallies, or community organizing meetings); (iii) conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual on social media for any unlawful or discriminatory purpose or in a manner that would be inconsistent with the individual users' reasonable expectations of privacy; (iv) violating the Universal Declaration of Human Rights (located at <http://www.un.org/en/documents/udhr/>), including, without limitation, Articles 12, 18, or 19; or (v) targeting, segmenting, or profiling individuals based on sensitive personal information, including 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, data relating to any alleged or actual commission of a crime,

or any other sensitive categories of personal information prohibited by law.

If you are a government entity or an entity performing services on behalf of a government entity, each of your use cases for our Products must be approved by LiveDune prior to use of our Products. Failure to obtain approval for any use case will result in suspension and potential termination pursuant to Sections 7.2 and 8.4.

We have the right to terminate your account or suspend your access to the Products, if we reasonably suspect that you have violated any of the restrictions in this Section 8.

By accessing or using the Products, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Products. Our Products are not intended to hold any Sensitive Information. You represent and warrant that you will not use our Products to transmit, upload, collect, manage, or otherwise process any Sensitive Information. WE WILL NOT BE LIABLE FOR ANY DAMAGES THAT MAY RESULT FROM YOUR USE OF OUR PRODUCTS IN TRANSMITTING, COLLECTING, MANAGING, OR PROCESSING ANY SENSITIVE INFORMATION. "**Sensitive Information**" means any passwords, credit card or debit card information, personal financial account information, personal health information, social security numbers, passport numbers, driver's license numbers, employment records, physical or mental health condition or

information, any information that would classify as “Special Categories of Information” under EU data protection laws, or any other information that would be subject to Health Insurance Portability and Accountability Act (HIPAA), the Payment Card Industry Data Security Standards (PCI DSS), or other laws, regulations, or industry standards designed to protect similar information.

Although we do not monitor content published through our Products and are not responsible for any content published through our Products, we reserve the right to delete, edit, or move messages or materials that we deem necessary to be removed, including, but not limited to, public postings, advertisements, and messages.

Inbox Export Feature. The Inbox Export feature available on our LiveDune Product may contain confidential information, including personal information. By initiating an Inbox Export, you acknowledge and agree that we are not responsible for, and shall have no liability related to, the security of the information contained in the Inbox Export or compliance with any applicable law of any federal, state, local, or foreign government or political subdivision thereof, including applicable privacy law, as a result of fulfilling your request to send the Inbox Export.

Twitter Custom Profile. By associating a custom profile image and/or name with a specific Twitter profile, you acknowledge and agree that (i) if an individual is depicted, you have consent from such individual to display their name and/or likeness in the custom profile, (ii) you will indicate in the field provided for the individual's name (e.g., through use of the term "**bot**"), or in the initial message sent to each Twitter user that the individual is not participating in the conversation; and (iii) you will comply with all Twitter Terms of Service and other applicable acceptable use policy, terms of use, or any similar policy or terms.

CONFIDENTIAL INFORMATION

For the purpose of these Terms, "**Confidential Information**" means non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or to which the other party may have access, which (i) a reasonable person would consider confidential, or (ii) is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the

disclosing party to the receiving party other than as a result of a violation of these Terms by the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (iv) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations under these Terms, and shall take actions reasonably necessary and appropriate to prevent the unauthorized disclosure of the Confidential Information, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees, advisors, agents and other representatives who require access in order to perform its obligations under these Terms.

AGENCIES

If you are an Agency, you may use our Products on behalf of Users that are your clients and charge your clients for such use of our Products. As an Agency, you will be

liable for all use of the Products by your clients. By adding any client to your account, you represent and warrant that you have obtained all necessary authorizations and consents from such clients to bind them to these Terms. If you use the Products on behalf of your clients, or grant access to the products to your clients, you will be responsible for ensuring that such clients are not able to access confidential or proprietary information of another client. **"Agency"** shall mean a business or organization providing advertising, marketing, or social media services on behalf of another business, person, or group.

DATA PRIVACY

We access your data to enable us to respond to your service requests and as necessary to provide you with the Application and Products. We share your data with third parties if required by law, permitted by you, or pursuant to our LiveDune Privacy Policy (**"Privacy Policy"**), which is available and incorporated into these Terms. You agree to all actions that are taken with respect to your data that are consistent with our Privacy Policy. Before sharing your data, we will take steps designed to ensure that any third party service provider maintains commercially reasonable data practices for maintaining the confidentiality and security of your data and for

preventing unauthorized access to such data. We do not share your data with third parties for their own marketing purposes.

You hereby represent and warrant that your Content has not been collected, stored, and transferred to us in violation of any law, regulation, or contractual obligation applicable to you. You shall have sole responsibility for the accuracy, quality, and legality of the Content and the means by which you acquired the Content. With respect to your Users and any individuals that interact or engage with Customer's social media pages or profiles (including fans, followers, and other social media audience members), you shall be responsible for establishing the lawfulness of processing under Article 6 of the General Data Protection Regulation 2016/679 and complying with all applicable laws related to privacy and data protection in respect of your use of the Products, your processing of personal data, and any processing instructions you issue to us.

If your use of our Products includes processing "personal data" that is subject to the General Data Protection Regulation (EU) 2016/679 or "personal information" that is subject to the California Consumer Privacy Act, you must enter into a Data Processing Addendum ("**DPA**") with LiveDune. Our Privacy Policy as well as any DPA that you enter into with LiveDune forms part of these Terms and applies to the processing of personal data. You may

review our Privacy Policy to understand how we collect and use your data. LiveDune holds a Privacy Shield certification under both the EU-U.S. and Swiss-U.S. Privacy Shield frameworks established by the U.S. Department of Commerce regarding the transfer of personal data from the European Economic Area and/or Switzerland, as applicable, to the U.S.

YOUR RIGHTS AND OUR RIGHTS TO IP

What You Own. You own all of the Content you provide to us. You grant us a nonexclusive, revocable, worldwide, perpetual, fully paid-up and royalty-free right to us to use, copy, prepare derivative works of, distribute, publish, remove, retain, add, process, or analyze this information for the sole purpose of providing the Applications and Products to you and your Users. You represent and warrant that you are entitled to and authorized to submit the Content and that such Content you submit is accurate and not in violation of any contractual restrictions or third party rights.

What We Own. We own and retain all rights, title, and interest in and to the Products along with all patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights (“**Intellectual Property Rights**”) related to the Products. Your use of the

Products under these Terms does not give you additional rights in the Products or ownership of any Intellectual Property Rights associated with the Products. Subject to your compliance with and limitations set forth in these Terms and upon your subscription to the Products, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Products and Applications.

Ownership of Your Feedback and Suggestions. Although you are not required to provide feedback or suggestions, you assign to us all of your worldwide right, title and interest in and to any and all feedback, suggestions, requests, recommendations, or other comments that you provide to us regarding our Products, including all Intellectual Property Rights therein. You shall, upon the request of LiveDune, its successors or assigns, execute any and all documents that may be deemed necessary to effectuate this assignment. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any feedback, suggestions, or other comments, even if it is altered or changed in a manner not agreeable to you. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this section. Our receipt of your feedback, suggestions, and other comments is not an admission of their novelty, priority, or

originality, and it does not impair our right to any existing or future Intellectual Property Rights.

Our Ownership of Statistical Data. You acknowledge and agree that we have a right to own and complete statistical analyses on your data and information resulting from your or your Users' use of the Products (other than any personally identifiable data). When we extract, compile, synthesize, or analyze this data, we will only use it in anonymized, deidentified, or aggregated form without specifying the source of the data. We collect such data for any lawful purpose and without a duty of accounting to you.

WARRANTY

THE APPLICATIONS AND PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES, GUARANTEES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN, TITLE, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE CANNOT AND DO NOT WARRANT THAT THE APPLICATIONS AND PRODUCTS WILL BE UNINTERRUPTED, AVAILABLE, ACCESSIBLE, SECURE, TIMELY, ACCURATE, COMPLETE, FREE FROM VIRUSES, OR ERROR-FREE. LIVEDUNE DISCLAIMS ALL LIABILITY FOR ANY

MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, DATA NOT WITHIN LIVEDUNE REASONABLE CONTROL.

OUR INDEMNIFICATION OF YOU

We agree to defend, indemnify, and hold you harmless from any and all claims, losses, demands, liabilities, damages, settlements, expenses, and costs (including reasonable attorney's fees and costs) brought by a third party against you alleging your use of any Product infringes or misappropriates any patent, copyright, trade secret, trademark, or intellectual property right of any third party. We will not have any obligation under this section for any infringement or misappropriation if it arises out of or is based upon: (a) any use of the Products that is in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination, (b) use of the Products by you for purposes not intended, permitted, or outside of the scope of the license granted to you, or

(c) any modification of the Products not made or authorized in writing by LiveDune (the “**Excluded Claims**”). If you are enjoined or otherwise prohibited from using a Product or a portion thereof based on an allegation that the Product violates any third party intellectual property right, or if we reasonably determine that such prohibition is likely, then we will, at our sole expense and option: (a) obtain for you the right to use the allegedly infringing portions of the Products; (b) modify the allegedly infringing portions of the Products so as to render them non-infringing without substantially diminishing or impairing their functionality, or (c) replace the allegedly infringing portions of the Products with non-infringing items of substantially similar functionality. If we determine that the foregoing remedies are not commercially reasonable, then we may terminate the impacted subscription, or portion thereof, and will promptly provide a prorated refund or credit to you for any prepaid and unused fees.

YOUR INDEMNIFICATION OF US

Your failure to comply with any of your obligations set forth in these Terms shall be considered a breach of these Terms. You agree to defend, indemnify, and hold harmless LiveDune and its officers, directors, employees, agents, successors, and assigns from any and all third

party claims, losses, demands, liabilities, damages, settlements, expenses, and costs (including attorney's fees and costs), arising from, in connection with, or based on allegations of, your or your Users' breach of these Terms, use of Third-Party Services, or for any action arising from the Excluded Claims.

Requirements for Indemnification. Either party's indemnification obligations shall be contingent on: (a) the indemnified party ("**Indemnitee**") providing the indemnifying party ("**Indemnitor**") prompt written notice of the claim, (b) Indemnitee granting Indemnitor full and complete control over the defense and settlement of the claim, and (c) Indemnitee providing assistance in connection with the defense and settlement of the claim as Indemnitor shall reasonably request.