



Aspenify Subscriber Agreement

Last modified: September 2022

This Subscriber Agreement (the “Agreement”) is entered into by and between Aspenify, Inc. (“Aspenify”) and the organization agreeing to the terms of this Agreement (“Client”). This Agreement shall be effective on the earliest of the date Client clicks a button indicating its agreement with the terms of this Agreement; or (b) Client’s use of the Service (the “Effective Date”). If you are entering into this Agreement on behalf of your organization or as an authorized service provider, that entity is deemed to be the Client and you represent that you have the power and authority bind that organization to this Agreement.

1. The Service

1.1 Service Usage. To use our Websites and Services (the “Services”), Client will be asked to provide certain registration details or other information. Client acknowledges and agrees that all information Client provides to register an account (“Account”) on the Website is accurate, current, and complete. Aspenify’s use of Client’s information is governed by our Privacy Policy, and Client’s consent to all actions Aspenify takes with respect to Client’s information consistent with Aspenify’s Privacy Policy. The Services include the features and functionality applicable to the version of the Services ordered by Client. Aspenify may update the content, functionality, and user interface of the Services from time to time in its sole discretion.

1.2 Access Rights. Client has a non-exclusive, non-sublicensable, non-transferable (except as specifically permitted in this Agreement) right to access and use the Service pursuant to this Agreement during the applicable Subscription Term (as defined in Client’s Account), solely for Client’s internal business purposes.

1.3 Usage Restrictions. Client shall not (a) make the Service available to, or use any Service for the benefit of, anyone other than Client and its affiliates; (b) rent, sublicense, re-sell, assign, transfer, distribute, time share, or similarly exploit the Service; (c) reverse engineer, copy, modify, adapt, hack the Service, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; (d) access the Service, the Documentation, or Aspenify’s Confidential Information to build a competitive product or service; (e) alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on, or affixed to the Service; (f) allow End User Subscriptions

to be shared or used by more than one individual End User (except that End User Subscriptions may be reassigned to new End Users replacing individuals who no longer use the Service for any purpose,



whether by termination of employment or other change in job status or function); or (g) access or use the Service:

(i) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (ii) in violation of applicable laws; (iii) to send or store material knowingly or intentionally containing software viruses, worms, Trojan horses or other harmful computer code, files, or scripts; or (iv) in a manner that interferes with or disrupts the integrity or performance of the Service (or the data contained therein).

1.4 Protection of Client Data. Aspenify shall implement and maintain administrative, organizational, and technical safeguards designed for the protection, confidentiality, and integrity of Client Data. For more information, please read Aspenify's Privacy Policy. Such Privacy Policy is incorporated into this Agreement upon the execution of this Agreement. Aspenify's Privacy Policy may be accessed at www.aspenify.com/privacy-policy.

1.5 Administration of Client's Account. Client acknowledges that it retains administrative control over to whom it grants access to Client Data hosted in the Service. Client may specify an End User to be the billing owner and, depending on the Subscription, one or more End Users to be administrators (each an "Administrator") to manage its account, and Aspenify is entitled to rely on communications from an Administrator when servicing Client's account. Depending on the version purchased by Client, Client's Administrator(s) or their authorized service provider may have the ability to access, monitor, use, and/or export Client Data. Client is responsible for maintaining the security of End User accounts and passwords.

1.6 Compliance. Client is responsible for use of the Service by its End Users and for their compliance with this Agreement. Client is solely responsible for the accuracy, quality, legality, reliability, and appropriateness of all Client Data. Client shall ensure that it is entitled to transfer the relevant Client Data to Aspenify so that Aspenify and its service providers may lawfully use, process, and transfer the Client Data in accordance with this Agreement on Client's behalf. Client shall promptly notify Aspenify if it becomes aware of any unauthorized use of or access to Client's account or the Service.

1.7 Suspension. Aspenify may request that Client suspend the account of any End User who (a) violates this Agreement or Aspenify's User Terms of Service; or (b) is using the Service in a manner that Aspenify reasonably believes may cause a security risk, a disruption to others' use of the Service, or liability for Aspenify. If Client fails to promptly suspend or terminate such End User's account, Aspenify reserves the right to do so.

1.8 Trial Subscriptions. Client may access a version of the Service on a trial basis (a "Trial") subject to the terms of this Agreement; provided, however, the following additional terms shall apply to its Trial notwithstanding anything to the contrary herein: (a) Aspenify shall have the right to terminate a Trial at any time and for any reason; (b) Aspenify is providing the Service "as is" and makes no warranties (express or implied) of any kind with respect to the Service during the Trial; and (c) Aspenify shall have no obligation to indemnify Client. CLIENT ACKNOWLEDGES THAT ITS TRIAL WILL AUTOMATICALLY CONVERT TO A SUBSCRIPTION AT THE END OF THE TRIAL AND THAT ASPENIFY MAY



CHARGE CLIENT FOR THE APPLICABLE SUBSCRIPTION FEES UNLESS CLIENT HAS NOTIFIED ASPENIFY IN WRITING OF ITS DECISION TO OPT OUT DURING THE TRIAL.

2. Warranties

2.1 By Aspenify. Aspenify warrants that during the applicable Subscription Term (a) the Service shall perform materially in accordance with the applicable Documentation; and (b) Aspenify shall not materially decrease the functionality of the Service.

2.2 By Client. Client warrants that (a) this Agreement is legally binding upon it and enforceable in accordance with its terms; (b) it has obtained all legally required consents and permissions from End Users for the submission and processing of personal data through the Service; and (c) the transfer and processing of Client Data under the Agreement is lawful.

2.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES, AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND,

AND ASPENIFY AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT ASPENIFY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ASPENIFY IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS, DELIVERY FAILURES, INTERCEPTION, ALTERATION, OR OTHER DAMAGE RESULTING FROM MATTERS OUTSIDE OF ITS CONTROL, INCLUDING PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, TRANSMISSION OF ELECTRONIC COMMUNICATION

3. Fees and Payment

Client must pay all fees for the Services Client purchases, except for Services that Aspenify expressly offers free of charge.

For the Services, Client must provide Aspenify with a valid credit card or other form of electronic payment (such as PayPal). Aspenify will automatically charge Client’s payment method in advance for the subscription term. Note that there are no refunds offered for subscriptions cancelled during the subscription term, either on a prorated basis or otherwise. For larger corporate customers, Client will provide Aspenify with ACH or wire transfer as the means of payment with terms set out within a formal Purchase Order and Statement of Work.



The fees for Services are subject to change on 30 days' notice, provided that no fee change will apply during your then-current subscription term. Depending on where Client lives, foreign exchange fees or differences in prices may apply, including because of exchange rates. Aspenify does not support all payment methods, currencies or locations for payment. If the payment method Client uses is no longer valid (such as a credit card that has expired) and Client does not edit Client's payment information or cancel Client's Account, Client authorizes Aspenify to keep billing Client for Aspenify's Services and Client remains responsible for uncollected amounts. If Client owes Aspenify any unpaid fees, Aspenify may suspend Client's access to Aspenify Services without prior notice until Client pays Aspenify in full. Client's obligation to pay fees continues through to the end of the period in which Client cancels or downgrade Client's plan.

Client can find Aspenify's basic fees under Client's Account setting at www.aspenify.com/signup-and-pricing.

Aspenify will share Client's Account information with financial institutions and payment processing companies, including Client's submitted payment information, to process Client's purchase.

Client agrees that its Subscription will automatically renew on an annual or monthly basis depending on Client's Subscription (the "Renewal Date"). Client authorizes Aspenify to automatically charge Client for the applicable fees on or after the Renewal Date unless the Subscription has been terminated or cancelled in accordance with this Agreement. If Client wishes to reduce the number of End Users in its Subscription, it must do so prior to the Renewal Date. Client must cancel its Subscription prior to the Renewal Date in order to avoid billing of the next period's Subscription fees.

Client can cancel its Subscription anytime online by going into its account settings and following the instructions provided. If Client chooses to cancel its Subscription during the Subscription Term, Client may use the Service until the end of Client's then current Subscription Term or renewal period, but will not be issued a refund for the most recently (or any previously) charged fees.

4. Taxes

Any fees charged to Client are exclusive of taxes. Except for those taxes based on Aspenify's net income, Client will be responsible for all applicable taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. If any withholding is required by law, Client will pay Aspenify any additional amounts necessary to ensure that the net amount that Aspenify receives, after any such withholding, equals the amount Aspenify would have received if no withholding had been applied. Upon request, Client will provide documentation showing that the withheld amounts have been paid to the relevant taxing authority. Aspenify's failure to charge appropriate tax due to incomplete or incorrect information provided by Client will not relieve Client of its obligations under this Section 4 (Taxes). If Client is exempt from



certain taxes, Client will provide proof of such exemption to Aspenify without undue delay upon execution of the applicable Order Form.

5. Future Features and Functionality

User Content and Submissions on the Service. Client agrees that any purchases under this Agreement are not contingent on the delivery of any future feature or functionality or dependent on any oral or written public or private comments made by Aspenify regarding future features or functionality except where there is a specific Purchase Order for customization. Aspenify may release improvements and other features and functionality in its discretion. Some features and functionality may be available only with certain versions of the Service.

6. Term and Termination

This Agreement commences on the Effective Date and shall remain in effect until all Subscriptions to the Service granted in accordance with this Agreement have expired or been terminated. Either party may terminate this Agreement if the other party: (a) is in material breach of this Agreement and fails to cure such breach within twenty (20) days following receipt of written notice from the non-breaching party, except that termination

will take effect on notice in the event of a breach of Section 1.3 (“Usage Restrictions”); or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within sixty (60) days. Upon expiration or termination of this Agreement for any reason, all Subscriptions and any other rights granted to Client under this Agreement shall immediately terminate, and Aspenify may immediately deactivate Client’s account(s) associated with the Agreement. In no event will any termination relieve Client of the obligation to pay any fees accrued or payable to Aspenify. The following sections shall survive expiration or termination of this Agreement: Sections 1.3 (“Usage Restrictions”), 2 (“Warranties”), 3 (“Subscription Fees”), 4 (“Taxes”), 6 (“Term and Termination”), 7 (“Confidentiality”), 8 (“Intellectual Property Rights”),

10 (“Indemnification”), 11 (“Liability”), 15 (“Miscellaneous”), and 16 (“Definitions”).

7. Confidentiality

7.1 Definition of Confidential Information. During the course of performance under this Agreement, each party may make available to the other party information that is not generally known to the public and at the time of disclosure is either identified as, or should reasonably be understood by the receiving party to be, proprietary or confidential (the “Confidential Information”). Confidential Information specifically includes, but is not limited to, the Service, Client Data, Results, business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial information and fee structures,

business processes, methods and models, and technical documentation. Confidential Information does not include information

that (a) is or becomes publicly available without breach of this Agreement by the receiving party; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is or was lawfully received by the receiving party from a third party under no obligation of confidentiality.

7.2 Protection of Confidential Information. Except as otherwise expressly permitted under this Agreement, with the express prior written consent of the disclosing party, or as required by law, the receiving party will not disclose, transmit, or otherwise disseminate to a third party any Confidential Information of the disclosing party. The receiving party will use the same care and discretion with respect to the Confidential Information

received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. The receiving party may disclose the disclosing party's Confidential Information to its employees, affiliates, consultants, subcontractors, agents, or advisors ("Representatives") who have a strict need to access the Confidential Information for the purpose of performing under this Agreement and only to those who are obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in this Agreement. Either party may disclose the terms of this Agreement to potential parties to a bona fide fundraising, acquisition, or similar transaction solely for purposes of the proposed transaction, provided that any such potential party is subject to written non-disclosure obligations and limitations on use no less protective than those set forth herein.

7.3 Compelled Disclosure. The receiving party may access and disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal or regulatory proceeding; provided, however, that in such event the receiving party will, if lawfully permitted to do so, notify the disclosing party within a reasonable time prior to such access or disclosure so as to allow the disclosing party an opportunity to seek appropriate protective measures. If the receiving party is compelled by law to access or disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, the disclosing party will reimburse the receiving party for the reasonable costs of

compiling and providing secure access to such Confidential Information. Receiving party will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

8. Intellectual Property Rights



By Client. Client owns all right, title, and interest in and to Client Confidential Information and Client Data, including all related Intellectual Property Rights. Client grants Aspenify and its authorized third party service providers a worldwide, non-exclusive license to host, copy, access, process, transmit, and display Client Data: (a) to maintain, provide, and improve the Service and perform under this Agreement; (b) to prevent or address technical or security issues and resolve support requests; (c) to investigate in good faith an allegation that an End User is in violation of this Agreement or the Aspenify's Terms of Service; or (d) at Client's direction or request or as permitted in writing by Client.

By Aspenify. Aspenify owns and will continue to own all right, title, and interest, including all related Intellectual Property Rights, in and to its Confidential Information, Results, and the Service, including any enhancements, customizations, or modifications thereto. Where Client purchases Services hereunder, Aspenify grants to Client a non-sublicensable, non-exclusive license to use any reports and other materials developed by Aspenify as a result of the Services ("Results") solely in conjunction with Client's authorized use of the Service and in accordance with this Agreement.

9. Feedback

Aspenify welcomes Client's feedback about the Services ("Feedback"). Unless otherwise expressly declared, any communications Client sends to Aspenify are deemed to be submitted on a non-confidential basis. Client agrees that Aspenify may decide to publicize such contents at Aspenify's own discretion. Client agrees to authorize Aspenify to make use of such contents for free, and revise, modify, adjust and change contextually, or make any other changes as Aspenify deems appropriate.

10. Indemnification

Client agrees to defend, indemnify, and hold Aspenify, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, Client's violation of this Agreement.

11. Liability

IN NO EVENT SHALL EITHER PARTY, ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, OR DATA PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN TRANSMISSION, ETC. IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR



INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS CLIENT HAS PAID TO ASPENIFY FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF CLIENT HAS NOT HAD ANY PAYMENT OBLIGATIONS TO ASPENIFY, AS APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY IN SUCH JURISDICTIONS.

12. Notice

Aspenify may give general notices related to the Service that are applicable to all Clients by email, text, in-app notifications, or by posting them on the Aspenify website or through the Service and such electronic notices shall be deemed to satisfy any legal requirement that such notices be made in writing. Other notices must be sent via email, first class, airmail, or overnight courier to the addresses of the parties provided herein and are deemed

given when received. Notices to Aspenify must be sent to Aspenify Legal at legal@aspenify.com with a copy to Aspenify, Inc., 541 Jefferson Ave, Suite 100, Redwood City, CA 94063, Attn: Legal Dept.

13. Publicity

Aspenify may include Client's name and logo in Aspenify's online Client list and in print and electronic marketing materials.

14. Beta Access

Client may be invited to participate in review and testing of pre-release versions of new and beneficial tools and Service enhancements which may be identified to Client as "alpha," "beta," "preview," "pre-release," "early access," or "evaluation" product or services (collectively, the "Beta Tests" and such pre-release functionality, the "Beta Product"). Client acknowledges and understands that its participation in Beta Tests is not required and is at Client's own risk, and that Beta Products are made available on an "as is" basis without warranties (express or implied) of any kind, and may be discontinued or modified at any time. Beta Products are for evaluation and testing purposes, not for production use, not supported, not subject to availability or security obligations, and may be subject to additional terms. Aspenify shall have no liability for any harm or damage arising out of or in

connection with Beta Products. The Beta Products, including without limitation Client's assessment of any Beta Product, are Confidential Information of Aspenify.

15. Miscellaneous



Any dispute arising from this Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN SAN FRANCISCO COUNTY, STATE OF CALIFORNIA AND THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

Any cause of action Client may have with respect to Client's use of the Services must be commenced within one (1) year after the claim or cause of action arises.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

Client and Aspenify are independent contractors, and no agency, partnership, joint venture, employer-employee relationship is intended or created.

No waiver by Aspenify of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Aspenify to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Upon termination, all provisions of this Agreement, which, by their nature, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Aspenify may modify this Agreement from time to time. Any amended terms automatically take effect 10 days after being posted on the Website. Client's use of the Website or the Services following the effective date of any modifications to this Agreement will constitute Client's acceptance of this Agreement, as modified. Client agrees that notice on the Website of modifications is adequate notice. All claims between the parties related to this Agreement will be litigated individually and the parties will not consolidate or seek class treatment for any claim, unless previously agreed to in writing by the parties.

16. Definitions

- "Client Data" means information submitted by an End User through the Service, including all associated messages, attachments, files, tasks, project names, team names, channels, conversations, and other similar content.



- “Documentation” means Aspenify’s then-current online user guides, as updated from time to time, and made accessible from within the “Help” feature of the Service.
- “End User” means an individual who is authorized by Client to use the Service under Client’s account. End Users may include, without limitation, Client’s or its affiliates’ employees, consultants, contractors, and agents.
- “Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- “Service” means Aspenify’s Digital Application Platform, Digital Application Integrator, Digital Application Manager, and Digital Application Builder ‘as a service’ software, including any improvements.
- “Subscription” means the access to the Service purchased by Client on a per End User basis.
- “Subscription Term” means the period during which Client’s End Users are permitted to use or access the Service pursuant to the terms set forth in this Agreement.

CLIENT ACKNOWLEDGEMENT

BY CLICKING ACCEPT, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF ASPENIFY, INC. (THE “COMPANY”) SUBSCRIBER AGREEMENT STATED ABOVE AND ANY REVISED OR RENEWED VERSIONS THEREOF, AS WILL BE PUBLISHED ON www.aspenify.com. BY CLICKING, ACCEPT,

YOU ARE ALSO ACCEPTING ALL OF THE TERMS AND CONDITIONS OF ASPENIFY, INC. (THE “COMPANY”) TERMS OF SERVICE AGREEMENT AND ANY REVISED OR RENEWED VERSIONS THEREOF, AS WILL BE PUBLISHED ON www.aspenify.com , TERMS OF SERVICE AGREEMENT CAN BE FOUND HERE:

<https://www.aspenify.com/termservice/>. YOU AGREE THAT THESE AGREEMENTS ARE ENFORCEABLE LIKE ANY WRITTEN AGREEMENT AND LEGALLY BINDING BETWEEN YOU AND ASPENIFY, INC. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE. IF YOU WISH TO USE THE SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT.