

Trustle, Inc.
Enterprise Terms & Conditions

PLEASE READ THESE ENTERPRISE TERMS (“TERMS”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY Trustle, Inc. (“Trustle”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH TRUSTLE WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU (“CUSTOMER”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA TRUSTLE’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY TRUSTLE SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. Order Forms; Access to the Service

Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Trustle grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Trustle product(s) and/or service(s) specified in such Order Form (collectively, the “Service,” or “Services”) during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Trustle’s applicable then-current official user documentation for such Service (the “Documentation”).

2. Free Trial

If a Free Trial is provided for on an Order Form, Trustle will make the Service available to Customer on a trial basis free of charge (“Free Trial”), which will commence upon Customer’s first use of the Service and shall continue for the trial period specified on such Order Form (the “Trial Period”). Customer may use the Free Trial for internal evaluation purposes only and may not use it in a commercial, production and/or live environment. During such Trial Period, if Customer provides any personally identifiable information to Trustle, Trustle shall have no obligations with respect to such data, and Trustle expressly disclaims any liability with respect to such data, which includes, but is not limited to, liability arising from any data security or applicable privacy laws. Notwithstanding anything to the contrary in this Agreement, (i) the Service under the Free Trial is provided “AS-IS” without warranty of any kind, (ii) Trustle shall not have any obligation to provide any support for the Service (including, without limitation, pursuant to Section 4 (Support)), and (iii) Trustle shall have no obligations under Section 12 (Indemnification) or liability of any kind with respect to the Service for the Free Trial (unless such exclusion of liability is not enforceable under applicable law, in which case Trustle’s liability with respect to the Service provided during the Free Trial shall not exceed \$100.00). Customer shall be fully liable under this Agreement to Trustle for any damages arising out of Customer’s use of the Service under the Free Trial, any breach by Customer of this Agreement and any of Customer’s indemnification obligations hereunder. In the event of a conflict between this Section 2 and any other portion of this Agreement, this Section 2 shall control. Either party may terminate the applicable Order Form for any reason, upon notice to the other party, during the Trial Period.

3. Implementation

Upon payment of any applicable fees set forth in each Order Form, Trustle agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form (“Implementation Assistance”). If Trustle provides Implementation Assistance in excess of any hours estimate on the applicable Order Form, or if Trustle otherwise provides additional services beyond those agreed in an Order Form, Customer will pay Trustle at its then-current hourly rates for such services.

4. Support

Subject to Customer’s payment of all applicable fees, Trustle will undertake commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, Trustle reserves the right to suspend Customer’s access to the Service: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Trustle.

5. Service Updates

From time to time, Trustle may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge (“Updates”), and such Updates will become part of the Services and subject to this Agreement; provided that Trustle shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Trustle may make improvements and modifications to the Services at any time in its sole discretion; provided that Trustle will use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.

6. Ownership; Feedback

As between the parties, Trustle retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Trustle for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the “Services” and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Trustle with

respect to the Service ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Trustle notwithstanding anything else. Trustle acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Customer shall, and hereby does, grant to Trustle a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Trustle's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

7. Fees; Payment

Customer shall pay Trustle fees for the Service as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (including, without limitation, sales and use tax; and excluding only taxes based on Trustle's net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any user or usage limitations set forth on an Order Form, then (i) Trustle shall invoice Customer for such additional users or usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at Trustle's then-current fees), in each case on a pro-rata basis from the first date of such overage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (ii) if such Order Form Term renews (in accordance with the section entitled "Term; Termination", below), such renewal shall include the additional fees for such overage.

8. Restrictions

Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Trustle product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Trustle may use to prevent

or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service only in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE SERVICE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE SERVICES IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED.

9. Customer Data

For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Trustle, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Trustle as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Trustle shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Trustle is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due solely to Trustle's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service or who accesses the Service using Customer's login credentials, even if Customer did not authorize such use. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Trustle may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for Trustle's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Trustle's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Trustle in connection with Customer's use of the

Service, but only in aggregate, anonymized form which is not linked specifically to Customer.

10. Third Party Services

Customer acknowledges and agrees that the Service may operate on, with and/or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"), including without limitation through integrations or connectors to such Third Party Services that are provided by Trustle. Trustle is not responsible for the operation of any Third Party Services nor the availability or operation of the Service to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for Customer to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Trustle does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

11. Term; Termination

This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the Effective Date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue during the Trial Period and during the Initial Term specified on such Order Form (the "Order Form Initial Term"), and (y) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Trustle may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than forty five (45) days past due, or (ii) Customer's use of the Service results in (or Trustle believes is reasonably likely to result in) damage to or material degradation of the Service which interferes with Trustle's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Trustle shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Trustle shall use commercially reasonable efforts to

provide notice to Customer describing the nature of the damage or degradation; and (c) Trustle shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within ten (10) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. In the case of expiration or termination of this Agreement, upon written request by Customer made before, or within thirty (30) days after, the effective date of expiration or termination, Trustle will make available to Customer a download of readily exportable Customer Data in Trustle's standard format. For clarity, any services provided by Trustle to Customer, including the data export set out above, and any assistance in exporting the Customer Data, shall be billable at the data export rate set forth in an Order Form or, if not such rate is provided, then at Trustle's standard rates then in effect.

12. Indemnification

Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, officers, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) in the case of Customer as Indemnitor, that the Customer Data or Customer's use of the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right, including any rights of privacy, or violates any applicable law, or (ii) the Service (in the case of Trustle as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations to the extent that the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Trustle do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Trustle (including without limitation any Customer Data or third party services), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Trustle, (iv) combined with other products, processes or materials not provided by Trustle (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi)

Customer's use of the Service is not strictly in accordance herewith.

13. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

14. Limitation of Liability

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTION 8, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO TRUSTLE HEREUNDER IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

15. Miscellaneous

This Agreement represents the entire agreement between Customer and Trustle with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Trustle with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; or the business day after it is sent, if sent for next day delivery by nationally-recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on

the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; pandemic; 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 lock-outs or labor disruptions; 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. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Trustle may utilize subcontractors in the performance of its obligations hereunder. 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. In any action or proceeding to enforce rights under this Agreement, the substantially prevailing party shall be entitled to recover reasonable costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches. This Agreement is the result of negotiations among, and has been received by, Trustle and Customer and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Trustle or Customer. The terms, provisions or conditions of any purchase order or other business form or written authorization used by Customer will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Trustle to object to those terms, provisions or conditions.