



WorkSpan User Agreement

Please read this User Agreement (the “Agreement”) carefully before using the Services (as defined below) offered by Angad Corp. d/b/a WorkSpan (“WorkSpan,” “We,” or “Us”). By mutually executing one or more order forms with WorkSpan which reference this Agreement (each, an “Order Form”), by clicking “I Accept,” or by using the Service, You (including, if applicable, any legal entity which you represent or act for) (“User” or “You”) agree that you have read, understood, and agree to be bound by this Agreement, as may be amended by WorkSpan from time to time, to the exclusion of all other terms. If the terms of this Agreement are considered an offer, acceptance is expressly limited to such terms. It is Your responsibility to regularly check if there have been changes to the Agreement and to review said changes. IF YOU ARE AN EMPLOYEE OF OR CONSULTANT OR CONTRACTOR TO THE USER ENTITY ENTERING INTO THIS AGREEMENT, YOUR AGREEMENT TO THESE TERMS AND CONDITIONS WILL BE DEEMED TO BE THE AGREEMENT OF THAT USER ENTITY, AND YOU AND YOUR ENTITY REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY OR HAVE BEEN PROVIDED THE AUTHORITY TO BIND THE USER ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SERVICE PURSUANT TO OR ON BEHALF OF YOUR EMPLOYER OR PARENT ENTITY, THE TERMS APPLICABLE TO YOUR USE OF THE SERVICE SHALL BE SUPERSEDED BY AND COVERED SOLELY UNDER THE EXISTING AGREEMENT, IF ANY, BETWEEN WORKSPAN AND YOUR EMPLOYER OR PARENT ENTITY.

1. DEFINITIONS

1.1 Content means any content (including without limitation any information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services) User or any of its salespersons, employees, contractors, or agents adds, creates, submits, distributes, uploads, posts, transmits, or otherwise disseminates (or is added, created, uploaded, submitted, distributed, or posted on behalf of User) through WorkSpan.

1.2 Effective Date means the date set forth on the applicable Order Form, or, if no such Order Form, the date that User accepts this Agreement.

1.3 Service(s) means access to the platform and certain features provided by WorkSpan as described on one or more Order Forms attached to this Agreement. Additional information about the Services and their features is available at <https://www.workspan.com>.

1.4 Website means the workspan.com website and domain name and all other websites and domain names affiliated with WorkSpan and any other linked pages, features, content, or application services (including without limitation mobile application services) offered in connection therewith by WorkSpan.

2. SERVICE; PROPRIETARY RIGHTS.

2.1 Service. Subject to User's compliance with all terms and conditions of this Agreement, WorkSpan will make the Service available to User as of the Effective Date.

2.2 Service License. Subject to User's compliance with all terms and conditions in this Agreement (including any limitations and restrictions set forth on the applicable Order Form), WorkSpan grants User for the term of this Agreement a limited, personal, nonexclusive, non sub licensable, royalty-free, nontransferable (except as provided in this Agreement) license to access and use the Service, including access to the Website, only in connection with the Services. Except as expressly and unambiguously granted herein, no right or license is granted. The Service is owned and operated by WorkSpan and the visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by WorkSpan are protected by all relevant intellectual property and proprietary rights and applicable laws. WorkSpan reserves all rights not expressly granted herein.

2.3 Eligibility. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. You further represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country, and that You are not listed on any U.S. Government list of prohibited or restricted parties. If you are entering into this Agreement on behalf of an entity, organization, or company (a "**Subscribing Organization**"), you represent and warrant that you have the authority to bind such Subscribing Organization and its affiliates to this Agreement and you agree to be bound by this Agreement on behalf of such Subscribing Organization. In such case, "You" in these Terms means such Subscribing Organization, its affiliates, and each User of the Subscribing Organization.

2.4 Passwords. Except for a breach of our obligations hereunder or acts by WorkSpan, you are solely responsible for maintaining the confidentiality of your password and you agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you agree to notify us as soon as possible.

2.5 Content License. User, itself or acting as principal's agent, hereby grants WorkSpan a license to translate, modify (in order to make it compatible with the Service) and reproduce Content and otherwise act with respect to such Content in each case to enable us to operate the Services, as described in more detail below.

If you store Content in your own personal WorkSpan account, in a manner that is not viewable by any other user except you ("**Personal Content**"), you grant WorkSpan the license above, as well as a license to display, perform, and distribute your Personal Content for the sole purpose of making that Personal Content accessible to you and providing the Services necessary to do so.

If you share Content with other users through the Services (“**Shared Content**”), then you grant WorkSpan the licenses above, as well as a license to display, perform, and distribute your Shared Content for the sole purpose of making that Shared Content accessible to such other users, as specified by you, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Shared Content and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant to WorkSpan are non-exclusive, royalty-free, perpetual, irrevocable, and worldwide.

WorkSpan reserves the right to remove Content at any time, for any reason, without prior notice to you, including, without limitation, if it believes, in its sole discretion, that such Content violates this Agreement. User represents, warrants, and covenants that it (a) has all necessary rights to grant the foregoing license, and to use, and allow WorkSpan to use the name, likeness, and identifying information of any identifiable person in the Content in the manner contemplated by this Agreement and (b) that it will pay all royalties and other amounts owed to any third party due to its use of the Content, if any. WorkSpan reserves the right to change the features offered as part of the Services at any time, upon thirty (30) days’ notice to User.

2.6 Feedback. User may, at its discretion, provide feedback, suggestions, improvements, enhancements, and/or feature requests to WorkSpan with respect to its use of the Service (“**Feedback**”). User shall and hereby does grant to WorkSpan a nonexclusive, worldwide, perpetual, irrevocable, transferable, sub licensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

2.7 Aggregated Anonymous Data. You acknowledge and agree that, notwithstanding anything else, WorkSpan may generate and maintain Aggregated Anonymous Data (as defined below), and, during and after the term of this Agreement, freely use and make available Aggregated Anonymous Data for WorkSpan’s business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing WorkSpan’s products and services). “**Aggregated Anonymous Data**” means data submitted to, collected by, or generated by WorkSpan in connection with your use of the Service, but only in aggregate, anonymized form which cannot be linked specifically to you, your users or any individual.

2.8. Use of name. WorkSpan may use User or User’s principal’s name and logo for the purposes of identifying User or User’s principal as a WorkSpan customer. User agrees to participate in periodic business reviews with WorkSpan to review the User’s success criteria and corresponding results.

3. RESTRICTIONS.

3.1 User shall not directly or indirectly (a) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Service (except to the extent that such a prohibition would be prohibited by law), (b) use the Service in any manner that, or contribute any Content that, infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party, (c) copy, distribute, manufacture, adapt,

create derivative works of, translate, localize, port or otherwise modify any part of the Service, (d) use the Service in any manner that, or contribute any Content that, is harmful, fraudulent, deceptive, threatening, abusive, obscene, libelous, or otherwise objectionable, or that violates any law, statute, ordinance, or regulation, (e) contribute any Content that contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program, (f) sell, sublicense, or otherwise transfer the access granted herein or (g) permit any third party to engage in any of the foregoing proscribed acts.

3.2 All Content, whether shared or privately transmitted, is the sole responsibility of the User who originated such Content. User represents that all Content provided by User is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. Further, User acknowledges that all Content shared and accessed by User using the Services is at User's own risk and User will be solely responsible for any damage or loss to User or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

4. EMPLOYEES AND CONTRACTORS.

4.1 User shall ensure that its salespersons, employees, contractors and agents comply with all of User's obligations under this Agreement, and shall be responsible and liable for their acts and omissions in breach thereof.

4.2 User shall ensure that only its salespersons, employees, contractors and agents for whom WorkSpan has created authorized accounts will use the Services.

5. CONFIDENTIALITY.

Each party (the "**Receiving Party**") may receive business, technical, financial or other proprietary information, materials, and/or ideas from the other party (the "**Disclosing Party**") during the term of this Agreement, whether orally or written, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of its disclosure ("**Confidential Information**"). WorkSpan's Confidential Information shall include, without limitation, details about the Services and its features and about potential pricing of paid services and the terms of this Agreement. The Confidential Information of both parties shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. The Receiving Party agrees to hold in confidence, by using the same degree of care it uses to protect its own information of like kind (but in no event less than a reasonable degree of care) and not use (except to exercise its rights or fulfill its obligations hereunder) or disclose the Disclosing Party's Confidential Information. Confidential Information shall not include: (a) information that is or becomes publicly available through no fault of Receiving Party, (b) was in Receiving Party's possession or known by it without restriction prior to receipt from the Disclosing Party, (c) was rightfully disclosed to Receiving Party by a third party without restriction, or (d) was independently developed by Receiving Party without use of any Confidential Information of the Disclosing Party. The Receiving Party may make disclosures of Disclosing Party's Confidential Information required

by law or court order provided it uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order for the Confidential Information and provided that it gives the Disclosing Party prior notice (to the extent legally permitted) of such disclosure, and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. The Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are bound by confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby by either party.

6. INDEMNITY.

Each party (as the “**Indemnitor**”) shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, 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) the Content or User's use of the Service (in the case of User as Indemnitor), or (ii) the Service (in the case of WorkSpan 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: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) 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 (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of WorkSpan 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 WorkSpan (including without limitation any Content), (ii) made in whole or in part in accordance to User specifications, (iii) modified after delivery by WorkSpan, (iv) combined with other products, processes or materials not provided by WorkSpan (where the alleged Losses arise from or relate to such combination), (v) where User continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) User's use of the Service is not strictly in accordance herewith.

7. SUPPORT.

WorkSpan offers email-based support. User may contact the support desk at support@workspan.com. WorkSpan will use commercially reasonable efforts to assist User with any problems User may be having with the Services, but WorkSpan does not make any promises regarding response times, that it will be able to fix any such problems, or that the Services will be uninterrupted or error-free. Any suggestions by WorkSpan regarding use of the Services shall not be construed as a warranty.

8. PAYMENT.

Payment terms shall be as set forth on the applicable Order Form.

9. WARRANTY DISCLAIMER.

THE SERVICE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. NEITHER WORKSPAN NOR ITS SUPPLIERS WARRANTS THAT THE SERVICE WILL MEET USER’S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, WORKSPAN HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY.

EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, AND EXCEPT FOR (I) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS, OR (II) USER’S PAYMENT OBLIGATIONS HEREUNDER, In no event shall EITHER PARTY (OR ITS SUPPLIERS) BE LIABLE CONCERNING THE SUBJECT MATTER OF this agreement, regardless of the form of any claim or action (whether in CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), for any (A) MATTER BEYOND ITS REASONABLE CONTROL (INCLUDING ANY ERROR OR DAMAGE ATTRIBUTABLE TO ANY NETWORK OR SYSTEM, (B) LOSS OR INACCURACY of data, loss or interruption OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS or SERVICE, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USER, REVENUES, PROFITS AND GOODWILL, AND TRADING AND INVESTMENT LOSSES, OR (D) damages, IN THE AGGREGATE, in excess of the greater of \$1000 or the fees paid by User hereunder in the TWELVE (12) MONTHS preceding the applicable claim, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

11. TERM AND TERMINATION.

11.1 Term. This Agreement shall commence upon the Effective Date and, unless earlier terminated in accordance herewith, shall last until the expiration of all Terms under all applicable Order Forms. For each Order Form, the “Term” shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, shall continue for the initial term specified on the Order Form (the “Initial Term”).

11.2 Termination. 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, WorkSpan may suspend or limit User's access to or use of the Service if (i) User's account is more than sixty (60) days past due, or (ii) User's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with WorkSpan's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) WorkSpan shall use reasonable good faith efforts to work with User 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, WorkSpan shall use commercially reasonable efforts to provide notice to User describing the nature of the damage or degradation; and (c) WorkSpan shall reinstate User's use of or access to the Service, as applicable, if User remediates the issue within thirty (30) days of receipt of such notice. User has no right to terminate for convenience.

11.3 Survival. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that the following provisions shall survive: Section 2.4, 2.6 the second sentence of Section 3.2, Sections 4.1, 5, 6, 8.2, 8.5 and 9-12 (inclusive).

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement, including all applicable Order Forms, constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. No waiver, consent or, except as expressly provided herein, modification of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

12.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. Unless waived by WorkSpan in its sole discretion, exclusive jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in San Francisco, California, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

12.3 Notices. Any notice or communication hereunder shall be in writing and sent via confirmed email address to legal@workspan.com or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

12.4 Assignment. User shall not assign this Agreement without WorkSpan's consent. WorkSpan may freely assign or transfer this Agreement (in whole or in part) without consent.

12.5 No Agency. Notwithstanding anything else, the parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

12.6 Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

12.7 Linked Websites. The Service or Website may contain links to third-party websites which are not under our control, and we are not responsible for their content.

12.8 Changes. WorkSpan reserves the right to, without materially affecting the functionality of the Services: (1) discontinue, impose limits on, or restrict access to any aspect of the Services at any time, with or without cause or notice, including the availability of any of the features, delivery services, databases, or content, or (2) edit or delete any materials appearing in the Services.

12.9 No Waiver. Failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default hereunder constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

12.10 Severability. In the event that any part of the Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

12.11 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes (except by its own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.12 Compliance with Laws. Each party agrees to comply with all applicable laws, including U.S. export laws, and regulations with respect to its activities hereunder.

12.13 Equitable Relief. Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

12.14 No third-party beneficiaries. This Agreement is for the sole benefit of the signatories and is not intended to benefit any third party.

12.15 Digital Millennium Copyright Act. WorkSpan complies with the Digital Millennium Copyright Act (the “DMCA”) with regard to material on the Website that allegedly violates a third party’s copyright. We reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers.

12.16 Modifications. WorkSpan may modify the terms set forth herein, the DPA, or the Privacy Policy from time to time at its sole discretion and such updated terms, once posted on WorkSpan’s website or otherwise notified to you, shall govern, and by using or accessing the Service after any such modifications, you hereby agree and consent to those modifications. We recommend that you periodically review the terms, to see if any changes were introduced as reflected in the “Last Updated” date.

12.17 WorkSpan Privacy Policy. By using the Service in any way, clicking "I Accept," or otherwise entering into this Agreement that incorporates these terms by reference, User acknowledge that User has read, understood, and agree to be bound by WorkSpan’s [Privacy Policy](#), which is incorporated by reference into and made a part of this agreement.

12.18 User Privacy Policy; User Parties Data License. By using the Service in any way, clicking "I Accept," or otherwise entering into this Agreement that incorporates these terms by reference, User represents and warrants that it has a privacy policy which grants User all required rights and authorizations to utilize data (“User Parties Data”) provided by User’s partners and end users (e.g., including all of User’s employees, contractors, agents, representatives, partners, and affiliates who may use the Service pursuant to this Agreement between User and WorkSpan) in connection with the Service as set forth herein, in WorkSpan’s Privacy Policy, and in the DPA referenced below in Section 12.19. User hereby grants WorkSpan a non-exclusive license to modify, copy, display, republish or create derivative works based on the User Parties Data in each case as necessary for WorkSpan to perform the permitted purpose of providing the Service as set forth hereunder.

12.19 Data Processing Addendum. In the event that User uses the Service to process information of any EU citizens or is subject to other laws that require a Data Processing Addendum, the WorkSpan Data Processing Addendum located at <https://www.workspan.com/data-processing-agreement> (“DPA”) is hereby incorporated by reference, and shall apply to the extent that User’s Content includes Personal Data. To the extent that WorkSpan processes User’s Personal Data from the European Economic Area (“EEA”), the United Kingdom, or Switzerland, the Standard Contractual Clauses shall apply, as further set out in the DPA. For the purposes of the Standard Contractual Clauses, User and its applicable affiliates (e.g., the Authorized Partners, as defined in the DPA) are each the data exporter, and User’s acceptance of this Agreement shall be treated as an execution of the DPA and the Standard Contractual Clauses and their Appendices.