ASANA SUBSCRIBER AGREEMENT

Last Updated: November 15, 2021

We updated our terms!

This Subscriber Agreement is effective for new Customers on or after November 15, 2021. If you are an existing Customer or previously agreed to a version of the Subscriber Agreement before November 15, 2021, this Subscriber Agreement will be effective on March 15, 2022 and will completely replace any prior version to which you agreed. Please be aware that your continued use of the Service after March 15, 2022 constitutes your acceptance of this Subscriber Agreement. The most recent prior version of the Subscriber Agreement is available here. If you have a separate written agreement with Asana, this Subscriber Agreement will not apply to you.

This Subscriber Agreement is between Asana, Inc. ("**Asana**") and the organization agreeing to the terms of this Agreement ("**Customer**"), and, together with all applicable exhibits, attachments, addenda, and Order Forms, is the complete agreement of the parties regarding Customer's order of the premium or business version of the Service or Professional Services (the "**Agreement**"). This Agreement shall be effective on the earliest of (a) the date Customer clicks a button indicating its agreement with the terms of this Agreement, (b) the date Customer enters into an Order Form or other ordering document incorporating this Agreement, or (c) Customer's use of the Service (the "**Effective Date**"). In the event of a conflict, an exhibit, attachment, addendum, or Order Form prevails over this Subscriber Agreement. End Users that are invited to use the Service by Customer are subject to the Asana User Terms of Service available at https://asana.com/terms#terms-of-service.

1.   **Definitions.**

1.1.   "**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with the Asana or the Customer entity agreeing to these terms, where "**Control**" means ownership of more than 50% of the voting interests of the subject entity.

1.2.   "**Customer Data**" means all information that Customer or its End Users submit to the Service.

1.3.   "**Documentation**" means Asana's user guides, as updated from time to time, accessible via the "Help" feature of the Service.

1.4.   "**End User**" means any individual who is authorized by Customer to use the Service under Customer's account, including Customer's or its Affiliates' employees, consultants, contractors, or agents.

1.5.   "**Order Form**" means an ordering document or an online order entered into between Customer and Asana (or Affiliates of either party) specifying the Service or Professional Services to be provided under this Agreement.

1.6.   "**Professional Services**" means the customer success services provided by Asana or its subcontractor.

1.7.   "**Service**" means Asana's collaboration work management software as a service platform.

1.8.   "**Subscription**" means the access to the Service acquired by Customer on a per End User basis.

1.9.   "**Subscription Term**" means the term identified in the applicable Order Form or other ordering document, including any renewal term, during which Customer's End Users are permitted to use the Service.

2.   **The Service.**

2.1.   **Provision of the Service and Availability.** Asana will make the Service acquired under an Order Form or other ordering document available to Customer and its End Users during the applicable Subscription Term pursuant to this Agreement. Asana may update the content, functionality, and user interface of the Service from time to time in its sole discretion. Some features and functionality may be available only with certain versions of the Service. Customer agrees that its acquisition of the Service under this Agreement is not contingent on the delivery of future features or functionality.

2.2. **Access Rights.** Asana grants to Customer a non-exclusive, non-sublicenseable, non-transferable (except as specifically permitted in this Agreement) right to access and use the Service during the applicable Subscription Term pursuant to this Agreement, solely for Customer's internal business purposes, and subject to the applicable Order Form or other ordering document.

2.3. **Affiliates**. In addition to any access rights a Customer Affiliate may have as an End User of Customer, a Customer Affiliate may separately acquire Subscriptions or Professional Services under this Agreement by entering into an Order Form that incorporates by reference the terms of this Agreement, and in each such case, all references in this Agreement to the Customer will be deemed to refer to the applicable Affiliate for purposes of that Order Form.

2.4. **Acceptable Use Terms.** The Service may not be used for unlawful, harmful, obscene, offensive, or fraudulent Customer Data or activity. Examples of prohibited activities are advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, introducing viruses or harmful code, or violating third party rights. Customer will not (a) make the Service available to anyone other than Customer and its End Users or use the Service for the benefit of anyone other than Customer or its Affiliates; (b) rent, sublicense, re-sell, assign, distribute, time share or similarly exploit the Service (including allowing its employees or employees of its Affiliates to access the Service as guests instead of acquiring End User Subscriptions for such employees); (c) reverse engineer, copy, modify, adapt, or hack the Service; (d) access the Service, the Documentation, or Asana's Confidential Information to build a competitive product or service; or (e) 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). Asana may request that Customer suspend the account of any End User who: (a) violates this Agreement or Asana's User Terms of Service; or (b) is using the Service in a manner that Asana reasonably believes may cause a security risk, a disruption to others' use of the Service, or liability for Asana. If Customer fails to promptly suspend or terminate such End User's account, Asana reserves the right to do so.

2.5. **Security; Protection of Customer Data.** Asana will implement and maintain reasonable administrative, organizational, and technical safeguards designed for the protection, confidentiality, and integrity of Customer Data. In addition, the Asana Data Processing Addendum, available at https://asana.com/terms#data-processing ("**DPA**"), will apply to any Customer Personal Data (as such term is defined in the DPA) included in Customer Data.

2.6. **Administration of Customer's Account.** Customer acknowledges that it retains administrative control over to whom it grants access to Customer Data hosted in the Service. Customer may specify one or more End Users as administrators (each an "**Administrator**") to manage its account, and Asana is entitled to rely on communications from such Administrators and other Customer employees when servicing Customer's account. Customer is responsible for use of the Service by its End Users and for their compliance with this Agreement. Customer is solely responsible for the accuracy, quality, and legality of Customer Data. Customer will promptly notify Asana if it becomes aware of any unauthorized use or access to Customer's account or the Service.

2.7. **Customer's Use of Third Party Services.** Customer may install or enable third party services for use with the Service, such as online applications, offline software products, or services that utilize the Asana API or otherwise connect with the Service ("**Third Party Services**"). Any acquisition and use by Customer or its End Users of such Third Party Services is solely the responsibility of Customer and the applicable third party provider. Customer acknowledges that providers of such Third Party Services may have access to Customer Data in connection with the interoperation and support of such Third Party Services with the Service. To the extent Customer authorizes the access or transmission of Customer Data through a Third Party Service, such Third Party Service terms will govern, and Asana will not be responsible for, any use, disclosure, modification or deletion of such Customer Data or for any act or omission on the part of such third party provider or its service.

3. **Representations and Warranties.**

3.1. **Mutual Warranties.** Each party represents and warrants that it will comply with all laws, rules, and regulations applicable to the exercise of its rights and performance of its obligations under this Agreement.

3.2.   By Asana.

3.2.1. Service Warranties. Asana warrants during the applicable Subscription Term that: (a) the Service will materially conform to the applicable Documentation; and (b) Asana will not materially decrease the functionality of the Service. For any breach of the foregoing warranties, as Asana's sole liability and Customer's exclusive remedy, Asana will correct the non-conforming Service, and, if Asana is unable to correct the Service within a commercially reasonable time following receipt of written notice of breach, then Customer will be entitled to terminate the applicable Order Form and receive a refund of any prepaid, unused fees applicable to the remaining portion of the Subscription Term measured from the effective date of termination.

3.2.2. Professional Services Warranty. Asana warrants that the Professional Services will be performed in a professional and workmanlike manner using resources with the requisite skills, experience, and knowledge. For any breach of this warranty, as Asana's sole liability and Customer's exclusive remedy, Asana will, at its option (a) re-perform the applicable Professional Services that fail to meet this warranty, or (b) refund to Customer the fees paid for the non-conforming Professional Services.

3.2.3. Malicious Code. Asana warrants that the Service is free from, and Asana will not introduce, software viruses, worms, logic bombs, Trojan horses or other code, files, or scripts intended to do harm ("Malicious Code").

3.3.   By Customer. Customer represents and warrants that it is entitled to transfer the Customer Data to Asana so that Asana and its authorized third party service providers may lawfully use, process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf.

3.4.   Disclaimer. Except as expressly provided for in this Agreement, Asana does not warrant uninterrupted or error-free operation of the Service or that Asana will correct all defects or prevent third party disruptions or unauthorized third party access. These warranties are the exclusive warranties from Asana and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Asana warranties will not apply if there has been misuse, modification, damages not caused by Asana, or failure to comply with instructions provided by Asana. Each party disclaims all liability for any harm or damages caused by any third-party hosting providers. Asana makes beta, trial, proof of concept, and "sandbox" versions of the Service available as-is without warranties of any kind.

4.   Payment.

4.1.   Payment. Customer will pay all undisputed amounts due under the applicable Order Form within thirty (30) days of invoice date. If Customer disputes any part of an invoice in good faith, Customer will pay the undisputed part and provide Asana with notice and detail of the dispute no later than the invoice due date. Amounts due are payable in the currency set forth in the applicable invoice and are non-cancelable and non-refundable unless otherwise provided in this Agreement. For customers located outside of the United States, Asana may require that payment be made to the bank account of a local Asana Affiliate. Customer is responsible for providing complete and accurate billing information to Asana, including the purchase order number at the time of purchase if Customer requires one. Asana reserves the right to suspend Customer's account in the event that Customer's account becomes overdue and is not brought current within ten (10) business days following notice. Unpaid amounts may be subject to interest at the lesser of 1.5% per month or the maximum permitted by law plus collection costs. Suspension will not relieve Customer's obligation to pay amounts due. For transactions where Customer is permitted to make payment via credit card, Customer agrees that, if eligible, Asana may update Customer's payment information through the use of account refresher services provided by third party payment processors.

4.2.   End User Subscriptions. Subscription fees are based on annual or monthly periods (or pro rata portions of such periods, calculated on a daily basis) that begin on the Subscription start date and each annual or monthly anniversary of the start date. Subscriptions to the Service are sold in tiers based on the number of End Users. Customer may add End Users to their Subscription at any time on written notice to Asana (email notice acceptable), however the number of End Users acquired under a Subscription cannot be decreased during the applicable Subscription Term. Asana reserves the right to calculate the total number of End Users on a periodic basis, and, if such number exceeds

Customer's current plan size, Asana reserves the right to invoice Customer for the tier that corresponds to the number of End Users on a pro rata basis for the remaining months in Customer's then-current annual Subscription Term, so that all End User Subscription Terms are coterminous. Asana reserves the right to revise fee rates and/or the billable amount structure for the Service at any time and will provide Customer with notice pursuant to Section 11.2 (Notices) below of any such changes at least twenty (20) days prior. Asana may charge Customer the then-current pricing for the applicable Subscription if the number of End Users is modified and/or if Customer changes its Subscription plan.

4.3.   Taxes. Any fees charged to Customer are exclusive of taxes. Except for those taxes based on Asana's net income, Customer 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, Customer will pay Asana any additional amounts necessary to ensure that the net amount that Asana receives, after any such withholding, equals the amount Asana would have received if no withholding had been applied. Upon request, Customer will provide documentation showing that the withheld amounts have been paid to the relevant taxing authority. Asana's failure to charge appropriate tax due to incomplete or incorrect information provided by Customer will not relieve Customer of its obligations under this Section 4.3 (Taxes). If Customer is exempt from certain taxes, Customer will provide proof of such exemption to Asana without undue delay upon execution of the applicable Order Form.

4.4.   Auto-renewal. Customer agrees that its Subscription will automatically renew on an annual or monthly basis depending on Customer's Subscription (the "Renewal Date"). Customer authorizes Asana to automatically charge Customer for the applicable fees on or after the Renewal Date unless the Subscription has been terminated or cancelled in accordance with this Agreement. If Customer wishes to reduce the number of End Users in its Subscription, it must do so prior to the Renewal Date. Customer must cancel its Subscription prior to the Renewal Date in order to avoid billing of the next period's Subscription fees. Customer can cancel its Subscription anytime online by going into its account settings and following the instructions provided. If Customer chooses to cancel its Subscription during the Subscription Term, Customer may use the Service until the end of Customer's then-current Subscription Term or renewal period, but will not be issued a refund for the most recently (or any previously) charged fees.

5.   Term and Termination.

5.1.   Term. This Agreement commences on the Effective Date and will remain in effect until all Subscriptions to the Service granted in accordance with this Agreement have expired or been terminated, or this Agreement is otherwise terminated in accordance with its terms.

5.2.   Termination for Cause. Either party may terminate this Agreement and any Order Form under this Agreement: (a) upon thirty (30) days written notice if the other party is in material breach of this Agreement and fails to cure such breach within the notice period, except that termination will take effect upon receipt of notice in the event of a breach of Section 2.4 (Acceptable Use Terms); or (b) if the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within sixty (60) days.

5.3.   Effect of Termination. Upon expiration or termination of this Agreement for any reason, all Subscriptions and any other rights granted to Customer under this Agreement will immediately terminate, and Customer will immediately cease all use of the Service. Upon any termination by either party pursuant to Section 5.2 (Termination for Cause), Asana will refund to Customer a prorated amount of prepaid, unused fees applicable to the remaining portion of the Subscription Term measured from the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees accrued or payable to Asana for the Service or Professional Services in the period prior to the effective date of termination. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to successors and assignees.

5.4.   Treatment of Customer Data Following Expiration or Termination. Customer agrees that following expiration or termination of this Agreement, Asana may immediately deactivate Customer's account(s) associated with the Agreement. Asana will make Customer Data available to Customer for export in accordance with the Documentation as long as Asana receives written notice within thirty (30) days after the effective date of expiration or termination from Customer regarding its intent to import such Customer Data. After such thirty (30) day period, Asana will have no obligation to retain Customer Data and will thereafter, unless legally prohibited, be entitled to delete all Customer Data in its systems or otherwise in its possession or under its control. Subject to any limitations in Customer's

Subscription plan, upon Customer's request at datadeletions@asana.com, Asana will, within one-hundred and eighty (180) days of receipt of such request, securely destroy all Customer Data from its systems; provided that all back-ups will be deleted within thirty (30) days after such one-hundred and eighty (180) day period.

6.   Confidentiality.

6.1.   Definition of Confidential Information. During the course of performance under this Agreement, each party may make available to the other party information that is identified as, or should reasonably be understood by the receiving party to be, proprietary or confidential (the "**Confidential Information**"). Confidential Information specifically includes this Agreement, the Service, Order Form(s), Customer Data, 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 is: (a) publicly available when received, or subsequently becomes publicly available through no fault of the receiving party; (b) obtained by receiving party from a source other than the disclosing party without obligation of confidentiality; (c) developed independently by the receiving party; or (d) already in the possession of the receiving party without obligation of confidentiality.

6.2.   Protection of Confidential Information. The receiving party will use the same care and discretion to avoid disclosure, publication, or dissemination of the disclosing party's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, but in no event less than a reasonable degree of care. The receiving party may disclose Confidential Information to its employees, Affiliates, consultants, subcontractors, or advisors ("**Representatives**") who have a need to know such 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. If the parties entered into a non-disclosure agreement prior to executing this Agreement, the terms of this Section 6 (Confidentiality) will control in the event of any conflict or inconsistency.

6.3.   Equitable Relief. In the event of a breach of this Section 6 (Confidentiality), the disclosing party may seek appropriate equitable relief in addition to any other remedy.

6.4.   Compelled Disclosure. The receiving party may disclose Confidential Information to the extent required by law or court order. However, subject to applicable law, the receiving party will give the disclosing party prompt notice to allow the disclosing party a reasonable opportunity to obtain a protective order.

6.5.   Sensitive Personal Information. Customer agrees that it will not use the Service to send or store personal information deemed "sensitive" or "special" under applicable law, including but not limited to financial account information, social security numbers, government-issued identification numbers, health information, biometric or genetic information, personal information collected from children under the age of 16, geo-location information of individuals, or information about an individuals's racial or ethnic origin, trade union membership, sex life or sexual orientation, political opinions, or religious or philosophical beliefs (collectively, "**Sensitive Personal Information**").

7.   Intellectual Property Rights.

7.1.   Intellectual Property Rights. Use of the Service will not affect Customer's ownership or license rights in Customer Data. Asana and its authorized third party service providers may use, host, store, backup, transmit, and display Customer Data to (a) provide the Service and Professional Services under this Agreement and (b) improve the Service as long as neither Customer nor its End Users are publicly identified. Neither this Agreement nor Customer's use of the Service grants Customer or its End Users ownership in the Service, including any enhancements, modifications or derivatives of the Service.

7.2.   Feedback. If Customer submits any feedback to Asana regarding the Service or Professional Services, Asana may use such feedback for any purpose without any compensation or obligation to Customer provided such use does not violate Section 6 (Confidentiality).

8. Indemnification.

8.1. If a third party asserts a claim against Customer that the Service as acquired under the Agreement infringes a patent or copyright, Asana will (a) defend Customer against that claim and (b) pay amounts finally awarded by a court against Customer or included in a settlement approved by Asana. To obtain such defense and payment by Asana, Customer must promptly (i) notify Asana in writing of the claim, (ii) supply information requested by Asana, and (iii) allow Asana to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts.

8.2. Asana has no responsibility for claims based on non-Asana products and services, items not provided by Asana, or any violation of law or third party rights caused by Customer Data or other Customer materials.

8.3. If a third party asserts a claim against Asana that Customer Data infringes a patent or copyright or violates a privacy right, Customer will (a) defend Asana against that claim and (b) pay amounts finally awarded by a court against Asana or included in a settlement approved by Customer. To obtain such defense and payment by Customer, Asana must promptly (i) notify Customer in writing of the claim, (ii) supply information requested by Customer, and (iii) allow Customer to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts.

8.4. This Section states each party's entire obligation and exclusive remedy regarding the third party claims described in the Section.

9. Liability.

9.1. A party's entire liability in the aggregate for all claims related to the Agreement (regardless of the basis of the claim) will not exceed any actual direct damages incurred by the other party up to the total amount paid by Customer under this Agreement in the twelve (12) months preceding the first event giving rise to liability.

9.2. **Neither party will be liable for (a) special, incidental, exemplary, or indirect damages, or any economic consequential damages, or (b) lost profits, business, value, revenue, goodwill, or anticipated savings.**

9.3. **The following are not subject to the limitation in Section 9.1 and the exclusion in Section 9.2: (a) a party's indemnification payments set forth in Section 8 (Indemnification), and (b) damages that cannot be limited under applicable law.**

10. Export Control and Economic Sanctions Compliance. Each party represents that it is not named on any U.S. government list of prohibited or restricted parties, nor is it owned or controlled by or acting on behalf of any such parties. Customer agrees that it will not access or use the Service in any manner that would cause any party to violate any U.S. or international embargoes, economic sanctions, or export controls laws or regulations.

11. Miscellaneous.

11.1. Governing Law; Venue. Both parties agree to (i) the application of the laws of the State of California, United States, without regard to conflict of law principles and (ii) the exclusive jurisdiction and venue in the state or Federal courts located in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

11.2. Notices. Asana may give general notices related to the Service that apply to all customers by email, in-app notifications, or posting them through the Service. Other notices under the Agreement must be in writing and sent to the business mailing or email address specified in this Section or the Order Form, unless a party designates in writing a different address. Notices are deemed given when received. Notices to Asana must be sent to legal@asana.com with a copy to Asana, Inc., 633 Folsom Street, Suite 100, San Francisco, CA 94107, Attn: Legal Department.

11.3. Publicity. Asana may include Customer's name and logo in Asana's online customer list and in print and electronic marketing materials.

11.4. Channel Partners. Customer may acquire Subscriptions through Asana channel partners. Such channel partners are independent from Asana and unilaterally determine their prices and terms. Asana is not responsible for their actions, omissions, statements or offerings.

11.5. Consents. Where approval, acceptance, consent, access, cooperation, or similar action by either party is required, such action will not be unreasonably withheld.

11.6. Access to Non-Production Versions of the Service. Customer may be provided with access to beta, trial, proof of concept, or sandbox versions of the Service or features within the Service (collectively, the "**Non-Production Versions of the Service**"). Customer acknowledges and understands that its use of the Non-Production Versions of the Service is not required and is at Customer's own risk, and that Non-Production Versions of the Service are made available on an "as is" basis without warranties of any kind, may be discontinued or modified at any time, and may be subject to other terms. Non-Production Versions of the Service are not for production use, not supported, and not subject to availability or security obligations. Asana will have no liability for any harm or damage arising out of or in connection with Non-Production Versions of the Service.

11.7. Relationship of the Parties. Asana is an independent contractor, not Customer's agent, joint venturer, partner, or fiduciary. No right or cause of action for any third party is created by the Agreement or any transaction under it.

11.8. Force Majeure. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control.

11.9. Severability; No Waiver. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.

11.10. Assignment. Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. However, either party may assign the Agreement to its Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

11.11. Modifications. Asana may revise this Agreement from time to time by posting the modified version on its website. If, in Asana's sole discretion, the modifications proposed are material, Asana will provide Customer with notice in accordance with Section 11.2 (Notices) at least thirty (30) days prior to the effective date of the modifications being made. By continuing to access or use the Service after the posted effective date of modifications to this Agreement, Customer agrees to be bound by the revised version of the Agreement.

11.12. Government Agencies. If Customer is a Government agency utilizing Asana's Service in an official capacity, Customer's use of the Service shall be subject to this Subscriber Agreement and the Amendment to Asana Subscriber Agreement Applicable to U.S. Government Customers.

11.13. Dispute Resolution. All disputes arising out of this Agreement shall be finally settled by the Judicial Arbitration and Mediation Service ("**JAMS**") under the JAMS arbitration rules (the "**Rules**"), in San Francisco, California, with English as the official language, by one impartial arbitrator appointed by the mutual agreement of the parties or else in accordance with the Rules. The arbitrator will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (a) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, (b) determining the validity or ownership of any copyright or patent owned or asserted by a party or its Affiliates, or (c) debt collection in amounts below USD $100,000 (or its equivalent).