

Submittable Customer Terms of Service for Reseller Customers

This Submittable Customer Terms of Service for Reseller Customers (“**TOS**”) governs the relationship between Submittable Holdings, Inc., a Delaware Corporation with offices located at 101 E. Front St, Suite #500, Missoula, MT 59802 (“**Submittable**”) and the person or entity who is utilizing Submittable’s Services (“**Customer**” or “**You**”). This TOS is effective as of the date You began accessing the Services. Submittable and Customer may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

1. Reseller Relationship and Acceptance of TOS. You are acquiring a subscription to Submittable’s Services operated by Submittable from an unrelated third party authorized to sell such subscriptions (“**Reseller**”) under a separate agreement with Submittable (“**Reseller Agreement**”). This TOS contains the terms and conditions that govern Your access to and use of the Services. Submittable is an express beneficiary of this TOS, and in acquiring a subscription to the Services, You expressly acknowledge and agree that Submittable shall have the right to enforce this TOS against You and that this TOS constitutes the entire agreement and supersedes any and all prior agreements between You and Submittable with regard to Your subscription to **the Services** or Your access to or use of the Services and any agreement between You and the Reseller. **By using the Services, You accept and agree to be bound and abide by this TOS.** You represent and warrant that You have read, understood, and agree to be bound by this TOS. If You agree to this TOS on behalf of an entity, You represent that You have the authority to bind such entity to this TOS. If You do not meet all of these requirements, You must not access or use the Services.

2. Additional Definitions. In addition to terms defined throughout this TOS, the following terms have the following meanings:

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this TOS; and (b) for whom access to the Services has been purchased under this TOS.

“**Customer Data**” means all information, data, and other content, in any form or medium, that is processed by Submittable on behalf of Customer under or in connection with this TOS, whether supplied by Customer, an End User, or otherwise, and all intellectual property rights in the foregoing. Customer Data includes reports generated by the Services based on previously existing Customer Data. Customer Data does not include Resultant Data or Submittable IP.

“**Documentation**” means any documents or materials that Submittable provides to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Submittable IP.

“**End User**” means a natural person or entity utilizing the Services to submit or transfer End User Data to Customer via the Services.

“**End User Data**” means all information, data, and other content, in any form or medium, that is submitted, transferred, transmitted, or otherwise sent, directly or indirectly from an End User by or through the Services that is processed by Submittable on behalf of Customer under or in connection with this TOS.

“**Order Form**” means the provisions for Customer’s purchase of the Services which Customer shall execute to purchase the Services and is incorporated here by reference.

“**Resultant Data**” means data and information related to Customer’s, an Authorized User’s or an End User’s use of the Services that are used by Submittable in an aggregate and anonymized manner and only in accordance with this TOS.

“**Services**” means the software-as-a-service described in the Order Form.

“**Submittable IP**” means the Services, the Documentation, and any and all intellectual property that are provided or used by Submittable or any Subcontractor or Sub-processor in connection with the Services or this TOS or otherwise comprise or relate to the Services or Submittable’s information technology infrastructure and all intellectual property rights in any of the foregoing. Submittable IP includes Resultant Data, but does not include Customer Data.

“**Third-Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Submittable.

3. Access and Use.

- 3.1. Provision of Access. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this TOS, Submittable hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term. Customer must set up a Submittable account by selecting access credentials for Customer and its Authorized Users. Customer and its Authorized Users shall create platform logins and provide Submittable with certain registration information, all of which must be accurate and updated as appropriate and comply with Submittable's registration policies then in effect. The Order Form sets forth Fees for designated levels of usage, Authorized Users, number of seats, number of submissions, and the like (each a "**Services Allocation**"). Customer may not exceed any Services Allocation.
- 3.2. Documentation License. Submittable hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely in connection with Customer's use of the Services.
- 3.3. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this TOS and the terms and conditions of the Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of their own then-valid access credentials; (vii) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; or (viii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services.
- 3.4. Suspension or Termination. Submittable may suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (i) Submittable receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Submittable to do so; or (ii) (1) Customer or any Authorized User has failed to comply with any term of this TOS or the Order Form, provided Submittable has provided Customer prior written notice and provided a reasonable opportunity to cure; or (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services (subclauses (i) or (ii) a "Services Suspension"). This Section does not limit any of Submittable's other rights or remedies, whether at law, in equity, or under this TOS. Submittable shall resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured, if curable.
- 3.5. Submission Fees. Customer may not solicit credit/debit card information from End Users in any way other than utilizing Submittable's built-in payment processing interface, including, but not limited to, the creation of custom form field entries. Customer will be charged Submittable's expenses in processing such fees. Provided Customer is in breach of its payment obligations under this TOS, Submittable shall retain the fees received from an End User as an offset unless and until Customer becomes current on its payment obligations.
- 3.6. End User Entries. Customer agrees to act in good faith to uphold Customer's policies and the promises made to End Users in connection with the Services. Where applicable, this requires that Customer act in good faith to review submissions, make awards, and refund fees where appropriate. Customer is solely responsible for the performance of Customer's policies and promises to End Users.
- 3.7. Unethical Behavior. Customer may confidentially report unethical behavior concerning the use of the Services by contacting Submittable at: phone: (855) 467-8264, ext. 2; email: support@submittable.com; mail: P.O. Box 8255, Missoula, Montana 59807.
- 3.8. Professional Services. Provided Customer has purchased additional professional services from Submittable ("**Professional Services**") the terms of such services, including additional terms related to Fees and/or payment terms are set forth in a separate statement of work which is incorporated here by

reference. If the Professional Services involve Submittable's management of distributing Customer funds to recipients of such funds, **Exhibit D** shall be in effect, and each Party shall abide by its obligations.

- 3.9. Removal of Customer Data. Submittable may remove or disable any Customer Data (i) as permitted under this TOS; (ii) as required by applicable law; (iii) thirty (30) days after the Term; or (iv) upon Customer's written request.
 - 3.10. Resultant Data. Notwithstanding anything to the contrary in this TOS, Submittable may monitor Customer's use of the Services and collect and compile Resultant Data. Resultant Data must be used in a manner where such use cannot reasonably lead to the identification of any Customer, Authorized User, or End User. Submittable may use Resultant Data for statistical and performance information, optimization information, debugging, feature development, performance analytics and optimization, and marketing insights or reports related to the provision and operation of the Services.
 - 3.11. Submittable Access. Submittable has the right, but not the obligation, to monitor the Services, Customer's, an End User's, or Authorized User's use of the Services, or Customer or End User Data to (i) determine compliance with this TOS, (ii) at Customer's, an End User's, or Authorized User's request for technical support or otherwise, (iii) to satisfy any law or authorized government request; or (iv) ensure performance and security of the Services.
 - 3.12. Changes to Services. Submittable reserves the right, in its reasonable discretion, to make any changes to the Services and Submittable IP that it deems necessary or useful to: (i) maintain or enhance: (1) the quality or delivery of Submittable's Services to its customers; (2) the competitive strength of or market for Submittable's Services; or (3) the Services' cost efficiency or performance; or (ii) to comply with applicable law.
 - 3.13. Subcontractors. Subject to the terms of the Data Protection Addendum set forth in **Exhibit B ("DPA")**, Submittable may from time to time in its discretion engage third-parties to perform Services (each, a "**Subcontractor**"). Submittable shall be responsible for the acts and omissions of any Subcontractor under this TOS.
4. Customer Responsibilities.
 - 4.1. General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this TOS if taken by Customer will be deemed a breach of this TOS by Customer.
 - 4.2. Customer Systems and Cooperation. Customer shall at all times during the Term: (i) set up, maintain, and operate in good repair all Customer systems on or through which the Services are accessed or used; (ii) provide Submittable personnel with reasonable cooperation and assistance to enable Submittable to provide the Services and support to Customer; and (iii) provide reasonable cooperation and assistance as Submittable may reasonably request to enable Submittable to exercise its rights and perform its obligations under and in connection with this TOS.
5. Service Levels and Support.
 - 5.1. Service Levels. Submittable shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit A**.
 - 5.2. Support. The Order Form sets forth the designated levels of support ("**Support Services**"), including the Fees payable by Customer for the levels of Support Services. Submittable shall provide the Support Services in material accordance with the Order Form.
6. Security and Privacy.
 - 6.1. Submittable Security and Privacy Obligations. Customer, as data controller, grants to Submittable the right to process, transmit, store, use, or disclose Customer Data to the extent necessary to provide the Services to Customer and as otherwise expressly set forth in this TOS. In the performance of the Services, Submittable shall comply with the DPA.
 - 6.2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data within its control, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) the security and use of Customer's and its Authorized Users' access credentials; (iv) all access to and use of

the Services directly or indirectly by or through the Customer systems or its Authorized Users' access credentials; and (v) obtaining any applicable consents required by law from Authorized Users, End Users, or other individuals for Submittable to process Customer Data and End User Data.

- 6.3. Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services and any Professional Services; and (ii) control the content and use of Customer Data under Customer's control.

7. Fees and Payment.

- 7.1. Fees. Customer shall pay Reseller the fees set forth in the Order Form ("**Fees**") or as otherwise delineated or adjusted as set forth in this TOS.

- 7.2. Taxes. Submittable is not responsible for any sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental or regulatory authority on any amounts payable by Customer under this TOS, other than any taxes imposed on Submittable's income.

- 7.3. Submission Fees. Should Customer collect fees from End Users, Submittable will collect a service fee of five percent (5%) of the total amount each End User pays plus ninety-nine cents (\$0.99) for each time Customer charges an End User. Then Submittable will remit the remaining amounts paid by such End User to Customer. Submittable shall charge Customer actual expenses for remitting payment to Customer and shall be entitled to offset the fees due to Customer under this paragraph.

8. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Customer Data is the Confidential Information of Customer. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under this TOS. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this TOS, including to make required court filings. On the expiration or termination of the TOS, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, if requested by the disclosing Party, certify in writing to the disclosing Party that such Confidential Information has been destroyed. The parties incorporate by reference the whistleblower notice found in the Federal Defend Trade Secrets Act of 2016. See 18 U.S.C. § 1833(b).

9. Intellectual Property Ownership: Feedback.

- 9.1. Submittable IP. Customer acknowledges that, as between Customer and Submittable, Submittable owns all right, title, and interest in and to Submittable IP and, with respect to Third-Party Materials, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials. Submittable reserves all rights not expressly granted to Customer in this TOS. Except for the limited rights and licenses expressly granted under this TOS, nothing in this TOS grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to Submittable IP.

- 9.2. Customer Data. Submittable acknowledges that, as between Submittable and Customer, Customer owns all right, title, and interest in and to the Customer Data. Customer hereby grants to Submittable a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Submittable to provide the Services to Customer.

- 9.3. Feedback. Customer grants to Submittable a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Authorized Users relating to the operation of the Services. All such feedback is provided “as is” without warranty of any kind.
- 9.4. Marketing. Customer grants Submittable and its successors and assigns the perpetual worldwide right and license to use Customer’s business name, logo, information publicly available about Customer, Customer’s use of the Services, and affiliation with Submittable to advertise and promote Submittable and the Services in any and all media and by any and all technologies and means of delivery whether now or in the future known or devised, without further consent from Customer and without any royalty, payment, or other compensation to Customer, subject to Customer’s standard trademark guidelines Customer provides to Submittable. To opt out of the right and license granted in this paragraph, please email: license-opt-out@submittable.com.
- 9.5. Email Identifiers. Customer agrees that the Services may send automated emails to actual or potential End Users or Authorized Users. For example, the Services may send an automated email acknowledging an End User submission. For every such email, Customer acknowledges and agrees that Submittable may (i) add information and graphics that identify Submittable as the sender of the email; and (ii) add information and graphics that identify Customer. A redacted example of such an email is found at **Exhibit C**.
10. Representations and Warranties.
- 10.1. Submittable Representations, Warranties, and Covenants. Submittable represents, warrants, and covenants to Customer that Submittable will perform the Services and Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this TOS. During the Term of this TOS, Submittable represents and warrants to Customer that (i) the Services will comply with the material functionality described in the Documentation, this TOS, and the Order Form and that such functionality will be maintained in all material respects in subsequent upgrades to the Services; and (ii) the Professional Services will be in material conformity with all requirements or specifications stated in any applicable statement of work. Customer must promptly provide Submittable with a written notice that describes any deficiency in the Services or the warranties contained in this Section (including, as applicable, the service request number notifying Submittable of the deficiency in the Services).
- 10.2. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, TO THE MAXIMUM EXTENT PROVIDED BY LAW, ALL SERVICES AND SUBMITTABLE IP ARE PROVIDED “AS IS.” SUBMITTABLE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SUBMITTABLE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR SUBMITTABLE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.
- 10.3. Customer Representations and Warranties. Customer represents, warrants, and covenants to Submittable that (i) Customer Data provided by Customer will not infringe, misappropriate, or otherwise violate any rights of any third-party, or violate any applicable law or other personal or proprietary right; and (ii) Customer owns all Customer Data or has obtained all permissions, releases, rights, or licenses required to use Customer Data to engage in Customer’s posting and other activities (and allow Submittable to perform its obligations) in connection with the Services without obtaining any further releases or consents.
- 10.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants

or is required to grant under this TOS; (iii) the execution of this TOS by its representative whose signature is set forth at the end of this TOS has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, this TOS will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

11. Insurance. During the Term, each Party must, at its own cost and expense, obtain and maintain insurance, in full force and effect, sufficient to cover each Party's potential indemnity or reimbursement obligations under this TOS.
12. Indemnification.
 - 12.1. Submittable Indemnification.
 - 12.1.1. Submittable shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that (i) the Services, or any use of the Services in accordance with this TOS, infringes or misappropriates such third-party's US intellectual property rights; (ii) result from allegation of facts that, if true, would constitute Submittable's breach of any of its representations, warranties, covenants, or obligations under this TOS; or (iii) result from negligence or more culpable act or omission (including recklessness or willful misconduct) by Submittable in connection with this TOS.
 - 12.1.2. If an infringement claim is made or appears possible, Customer agrees to permit Submittable, at Submittable's sole discretion, to (A) modify or replace the Services, or component or part of the Services, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Submittable determines that neither alternative is reasonably available, Submittable may terminate this TOS, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
 - 12.1.3. This Section 12.1 will not apply to the extent that the alleged claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Submittable or reasonably anticipated to be used in combination with the Services; (B) modifications to the Services not made by Submittable; (C) Customer Data (except for Losses accrued due to Submittable's action or inaction related to Customer Data); or (D) Third-Party Materials.
 - 12.2. Customer Indemnification. To the extent allowed by applicable law, Customer shall indemnify, hold harmless, and, at Submittable's option, defend Submittable from and against any Losses resulting from any Third-Party Claim that Customer's use of the Customer Data infringes or misappropriates such third-party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) result from allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this TOS; (iii) use of the Services in a manner not authorized by this TOS; (iv) use of the Services in combination with data, software, hardware, equipment or technology not provided by Submittable or reasonably anticipated to be used in combination with the Services; (v) modifications to the Services made by or on behalf of Customer; or (vi) materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Submittable's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User, provided that Customer may not settle any Third-Party Claim against Submittable unless Submittable consents to such settlement, and further provided that Submittable will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
 - 12.3. Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUBMITTABLE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.
13. Limitations of Liability. TO THE GREATEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL SUBMITTABLE BE LIABLE UNDER OR IN CONNECTION WITH THIS TOS OR ITS EXHIBITS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY,

SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUBMITTABLE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SUBMITTABLE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS TOS OR ANY OF ITS EXHIBITS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO RESELLER IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000.00, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Term and Termination.

14.1. Term. The term of this TOS commences as of the effective date of this TOS and, unless terminated earlier pursuant to any of the TOS's express provisions, will continue in effect until the later of the date specified in the initial Order Form or Customer's last access or use of the Services (the "**Term**").

14.2. Termination. In addition to any other express termination right set forth in this TOS:

14.2.1. Submittable may terminate this TOS, effective on written notice to Customer, if Customer fails to pay any Fees as agreed upon between Customer and Reseller;

14.2.1. Reseller fails to pay any amounts due to Submittable pursuant to Reseller Agreement with respect to Customer's subscription to the Services; Customer may terminate this TOS at any time, effective on written notice to Submittable;

14.2.2. Except as provided in subsections 14.2.1, either Party may terminate this TOS, effective on written notice to the other Party, if the other Party materially breaches this TOS, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; and

14.2.3. Either Party may terminate this TOS, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3. Effect of Expiration or Termination. Upon expiration or termination of this TOS, Customer shall immediately discontinue use of the Services and Submittable IP, and Customer shall delete, destroy, or return all copies of Submittable IP and, upon Submittable's request, certify in writing to Submittable that Submittable IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees as agreed upon between Customer and Reseller. For thirty (30) days following any termination of this TOS or upon Customer's request, at no additional cost to Customer, Submittable shall allow Customer or a third-party nominated by Customer to download any Customer Data, unless applicable law requires otherwise.

14.4. Survival. The sections dealing with Confidential Information, intellectual property, and any right or obligation of the Parties in this TOS which, by its express terms, nature

14.5. , or context is intended to survive termination or expiration of this TOS, shall continue indefinitely and shall survive any termination or expiration of this TOS.

15. Miscellaneous.

15.1. Entire Agreement. This TOS, together with any other documents incorporated by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this TOS and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

- 15.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications must be in writing and addressed to the Parties at the addresses that may be designated by the Party giving notice from time to time in accordance with this Section. All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this TOS, a notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the notice has complied with the requirements of this Section.
- 15.3. Force Majeure. Except for the payment of Fees, in no event shall either Party be liable to the other Party, or be deemed to have breached this TOS, for any failure or delay in performing its obligations under this TOS (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemic, epidemic, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 15.4. Waiver. No waiver by any Party of any of the provisions of this TOS will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this TOS will operate or be construed as a waiver of any of the foregoing, and no single or partial exercise of any right, remedy, power, or privilege will preclude any other or further exercise of the foregoing or the exercise of any other right, remedy, power, or privilege.
- 15.5. Severability. If any provision of this TOS is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this TOS or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this TOS so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 15.6. Governing Law; Submission to Jurisdiction. This TOS is governed by and construed in accordance with the internal laws of the State of Montana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Montana. Any legal suit, action, or proceeding arising out of or related to this TOS or the licenses granted under this TOS will be instituted exclusively in the federal courts of the United States or the courts of the State of Montana in each case located in the city of Missoula and County of Missoula, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 15.7. Assignment. Submittable may assign this TOS without written consent of Customer provided the assignment is pursuant to a merger, consolidation, reorganization, asset or stock sale provided the assignee remains fully liable under the terms of the TOS. Otherwise, neither Party may assign this TOS without the prior written consent of the other. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this TOS. Any purported assignment, delegation, or transfer in violation of this Section is void. This TOS is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 15.8. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.
- 15.9. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections related to Confidential Information, intellectual property, or, in the case of Customer, Sections related to Use Restrictions or Customer Control and Responsibility, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

- 15.10. Attorneys' Fees. To the extent allowed by applicable law, in the event that any action is instituted or commenced by either Party against the other Party arising out of or related to this TOS, the substantially prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.
- 15.11. Counterparts. This TOS may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this TOS delivered by facsimile, email or other means of electronic transmission, as well as photocopies of such facsimile transmission or email correspondence (e.g., DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this TOS.

EXHIBIT A
SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) forms part of the TOS. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

1. Additional Definitions.

“**Error**” means a singular failure of the Services to perform in substantial conformity with the Documentation.

“**Incident**” means a support request that begins when Customer contacts Submittable to report an Error and ends when Submittable Resolves the Error.

“**Resolve**” means the provision of: (a) services that, in Submittable’s reasonable discretion, corrects the Error; (b) information to Customer that corrects the Error; or (c) information to Customer on how to obtain a solution that corrects the Error.

“**Response Time**” means the time period for Submittable to acknowledge the submission of an Incident. Such period will commence on submission of the Incident and conclude upon first response by Submittable.

“**Severity Level 1**” means any Error causing the Services not to operate and has a critical impact on Customer’s business operations.

“**Severity Level 2**” means any Error causing a lack of Services functionality and materially degrades significant aspects of Customer’s business operations.

“**Severity Level 3**” means any Error that impairs the performance of the Services but does not substantially affect Customer’s business operations.

“**Severity Level 4**” means any Error that does not qualify as Severity Level 1, 2, or 3.

“**Target Resolution Time**” means the target time period for Submittable to Resolve the Error or provide a workaround or other temporary fix. Such period shall commence on the submission of the Incident, and shall conclude when the Error is Resolved, and shall not include any time lapsed as a result of waiting for Customer’s input or responses to Submittable’s requests regarding the Error.

2. Incident Response Time. During the Term of the TOS, Submittable shall use best efforts to respond to and Resolve any Incidents in accordance with the following timeframes:

PRIORITY LEVEL	RESPONSE TIME	TARGET UPDATE INTERVAL	TARGET RESOLUTION TIME
Severity Level 1	One (1) hour	Two (2) hours	Twenty-four (24) hours
Severity Level 2	Two (2) hours	Four (4) hours	Forty-eight (48) hours
Severity Level 3	Four (4) hours	Three (3) days	Seven (7) days
Severity Level 4	Twenty-four (24) hours	Seven (7) days	Next maintenance release

3. Computation of Time. For Severity Level 1 and 2, hours and days shall be determined on a 24 x 7 x 365 basis. For all other requests, hours and days shall be determined on a 24 x 5 basis, excluding holidays observed by Submittable.

4. Workaround. If Submittable Resolves an Error by providing a workaround or other temporary fix, Submittable will use commercially reasonable efforts to determine a permanent resolution to the Error described in the Incident.

5. Scheduled Downtime. Submittable will provide at least eight (8) hours of notice before implementing any scheduled downtime when Services will not be available.

6. Uptime Percentage. Submittable shall use commercially reasonable efforts to ensure the uptime percentage of the Services will be at or greater than ninety-nine percent (99%).

7. Exceptions. Submittable has no obligation to Resolve Errors to the extent such Errors arise out of or result from any of the following: (1) any operation or use of, or other activity relating to, the Services by Customer other than as specified in the Documentation, including any incorporation in the Services of, or combination, operation or use of the Services in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted in writing by Submittable; (3) any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer's obligations under the TOS or this SLA; (4) Customer's operation of, or access to, Customer or a third-party's system or network; or (5) any Force Majeure event.

8. Customer Obligations. Customer shall promptly notify Submittable of any Error and provide Submittable with reasonable detail of the nature and circumstances of the Error. Customer shall provide Submittable with all information reasonably requested by Submittable from time to time relating to Customer's use of the Services, including information on Customer's hardware, network, and systems.

EXHIBIT B DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “DPA”) sets out the additional terms, requirements, and conditions for which Submittable will obtain, handle, process, disclose, transfer, or store Personal Information when providing Services under the TOS to the extent required by Privacy and Data Protection Requirements. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Terms not otherwise defined shall have the meanings set forth in the applicable Privacy and Data Protection Requirements. Except as modified below, the terms of the TOS shall remain in full force and effect. The Parties agree to the terms and conditions of this DPA only to the extent required by Privacy and Data Protection Requirements.

1. Additional Definitions.

“**Affiliate**” means any other individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with either Customer or Submittable as the case may be.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the Privacy and Data Protection Requirements, and (b) is permitted to use the Services pursuant to the TOS, but has not signed its own Order Form and is not a “Customer” as defined under the TOS.

“**Business**” has the same meaning given to the term in the CCPA.

“**Business Purpose**” means the Services described in the TOS.

“**Controller**” has the same meaning given to the term in the GDPR.

“**Data Subject**” means an individual who is the subject of Personal Information.

“**Personal Information**” means any information Submittable Processes on behalf of Customer under or in connection with the TOS that identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in Submittable’s possession or control.

“**Privacy and Data Protection Requirements**” means, only to the extent applicable, the Gramm-Leach-Bliley Act (“**GLBA**”); the EU Data Protection Directive 95/46/EC (the “**Directive**”), EU General Data Protection Regulation 2016/679 (“**GDPR**”), the implementing acts of the foregoing by the Member States of the European Union; the UK Data Protection Act of 2018 and the UK General Data Protection Regulation; the Family Educational Rights and Privacy Act, 20 USC 1232g and its implementing regulations (“**FERPA**”); the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 and its implementing regulations (“**HIPAA**”); the Payment Card Industry Data Security Standards (“**PCI-DSS**”); and the California Consumer Privacy Act of 2018 and its implementing regulations (“**CCPA**”).

“**Processing, Processes, or Process**” means any activity performed on Personal Information including collecting, obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data.

“**Processor**” has the same meaning given to the term in the GDPR.

“**Security Breach**” means a breach of security leading to the accidental or unlawful destruction, loss of, alteration, or unauthorized access, disclosure, or acquisition of Personal Information transmitted, stored, or otherwise Processed.

“**Service Provider**” has the same meaning given to the term in the CCPA.

“**Standard Contractual Clauses**” means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (OJ L 199, 7.6.2021, p. 31-61), as amended from time to time.

“**Sub-processor**” means any third-party engaged by Submittable, or by a Submittable Sub-processor to Process Personal Information under the Services.

“**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

“**UK Standard Contractual Clauses**” means the addendum to the Standard Contractual Clauses issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022).

2. Conflicts. In the case of conflict or ambiguity between the terms of this DPA and the provisions of the TOS, the provisions of this DPA will prevail.

3. Personal Information Types; Processing Purposes; General Obligations.

3.1. Submittable shall comply with all Privacy and Data Protection Requirements applicable to Submittable’s provision of the Services, including as a Processor under the GDPR and Service Provider under the CCPA.

3.2. Customer shall comply with all Privacy and Data Protection Requirements applicable to Customer’s use of the Services, Customer’s transfer of Personal Information to Submittable, and for the Processing instructions it gives to Submittable. As the Business and Controller of Personal Information, Customer shall have sole responsibility for the accuracy, quality, and legality of such instructions pertaining to Personal Information collected and stored in regards to all End Users and the means by which Customer acquires Personal Information, including any applicable requirement to provide notice to Data Subjects of the use of Submittable as a Processor.

3.3. Appendix 1 describes the general categories, subject-matter, duration, nature, purpose, type, and categories of Processing, the types of Personal Information involved in the Processing, and the Data Subject types Submittable may use or Process to fulfill the Business Purpose.

4. Submittable’s Obligations.

4.1. Submittable will only Process the Personal Information to the extent, and in such a manner, as is necessary:

4.1.1. for the Business Purpose and in accordance with Customer’s reasonable and lawful written instructions, where such instructions are consistent with the terms of the TOS and this DPA;

4.1.2. to respond to a Data Subject Request when exercising his or her rights under the GDPR, CCPA, or other Privacy and Data Protection Requirements that grant similar rights as permitted by this DPA;

4.1.3. to comply with applicable law; or

4.1.4. as authorized in writing or appropriate electronic consent by Customer or the Data Subject.

4.2. Submittable will reasonably assist Customer with meeting Customer’s compliance obligations under the Privacy and Data Protection Requirements, taking into account the nature and scope of the Processing and the Personal Information available to Submittable.

5. Submittable’s Employees. Submittable will limit Personal Information access to personnel who require Personal Information access to meet Submittable’s obligations under this DPA and the TOS. Submittable will ensure that all employees: (1) are informed of the Personal Information’s confidential nature and use restrictions; and (2) are subject to a contractual or statutory obligation of confidentiality.

6. Sub-processors.

6.1. Submittable may only use a Sub-processor to Process Personal Information if:

6.1.1. Submittable or a Submittable Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Information to the extent applicable to the nature of the services provided by such Sub-processor; and

6.1.2. Submittable remains liable for breaches of this DPA caused by its Sub-processor’s acts and omissions.

6.2. Customer grants Submittable the general written authorization to engage all the Sub-processors found at <https://submittable.com/subprocessors>. Customer agrees and acknowledges Submittable’s current Sub-processors are authorized to Process Personal Information as set forth in this DPA. Submittable shall update the list of Sub-processors with the identities of those Sub-processors and their country of location on its website at: <https://www.submittable.com/subprocessors> (“**Updated Sub-processor List**”).

- 6.3. Customer may object to Submittable's use of a new Sub-processor by notifying Submittable in writing within ten (10) business days after such Sub-processor is added to the Updated Sub-processor List, provided Customer's objection is based on a commercially reasonable and objective belief that such Sub-processor is not qualified to Process Personal Information. In the event Customer objects to a new Sub-processor, Submittable will notify Customer within sixty (60) days if another Sub-processor is available for performing the objected to Sub-processors' duties. In the interim, provided Customer refuses to allow such new objected to Sub-processor to Process Personal Information, or if Submittable is unable to make available another Sub-processor, either Party may terminate the applicable Order Form in part or entirely by providing written notice to the other Party.

7. Authorized Affiliates.

- 7.1. All access to and use of the Services by Authorized Affiliates must comply with the TOS and this DPA, and any violation of the TOS or this DPA by an Authorized Affiliate shall be deemed a violation by Customer.
- 7.2. Where an Authorized Affiliate becomes subject to this DPA with Submittable, it shall, to the extent required under applicable Privacy and Data Protection Requirements, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
 - 7.2.1. except where applicable Privacy and Data Protection Requirements require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Submittable directly by itself, the Parties agree that (i) Customer shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate; and (ii) Customer shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together; and
 - 7.2.2. Customer shall, when carrying out any audit of the procedures relevant to the protection of Personal Information, take all reasonable measures to limit any impact on Submittable and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates into one single audit.

8. Security.

- 8.1. Submittable shall implement appropriate administrative, physical and technical safeguards and measures designed to safeguard Personal Information against unauthorized or unlawful Processing, access, disclosure, loss, misuse, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, disclosure, misuse, destruction, or damage including, but not limited to, the security measures set out in Appendix 2. Submittable must document those measures in writing and periodically review them, at least annually, to ensure they remain current and complete.
- 8.2. All electronic transmission of Personal Information by a Party shall be performed in a secure and encrypted manner. All data transmissions between the Parties shall include detailed audit logs of all Personal Information transfer events.

9. Security Breaches and Personal Information Loss.

- 9.1. Submittable will promptly notify Customer if it becomes aware of a Security Breach.
- 9.2. Immediately following any Security Breach, the Parties will coordinate with each other to investigate the matter. Submittable will reasonably cooperate with Customer in Customer's handling of the matter, including:
 - 9.2.1. taking such appropriate actions as may be necessary to preserve forensic evidence and to limit, stop, or otherwise remedy the Security Breach;
 - 9.2.2. assisting with the investigation; and
 - 9.2.3. making available relevant information, records, data reporting, and other materials required to comply with Privacy and Data Protection Requirements. All information provided to Customer under this Section may be redacted or compiled in a new format as reasonably necessary to minimize any risk to, or compromise of, Submittable's security or the confidentiality of any third-party confidential information, provided that such removal or compilation in a new format does not prevent Customer from understanding the substance of the materials.

- 9.3. Unless applicable law requires otherwise, or any notice which Submittable deems necessary or appropriate and which does not include any reference to Customer, Submittable agrees that Customer has the sole right to determine: (1) whether to provide notice of the Security Breach to any Data Subjects, regulators, Supervisory Authority, law enforcement agencies, or others, as required by applicable law or in Customer's discretion, including the contents and delivery method of the notice; and (2) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
 - 9.4. Subject to any limitations in the TOS, Submittable will cover all reasonable expenses associated with the performance of the obligations under Section 9.2 and Section 9.3, unless the matter arose from (a) Customer's specific instructions; (b) any negligence, willful default, or breach of this DPA or the TOS by Customer, or any employee, agent, contractor, representative, or Authorized Affiliate of Customer; (c) any breach or unauthorized access of the system, server(s), network(s), website(s), information, data, or records of Customer which were not in the possession or control of Submittable or its Sub-processors; or (d) any Security Breach which originated with, was caused by, or resulted from any Customer owned and operated server, website, system, software, or network, which were not the result of any actions or inactions of Submittable or its Sub-processors, which in any of the foregoing cases Customer will cover all reasonable expenses.
 - 9.5. In the event of a Security Breach, each Party shall use reasonable efforts in good faith to mitigate any reputational and brand damage to the other affected Party.
10. Cross-Border Transfers of Personal Information.
- 10.1. For purposes of the GDPR, the Parties acknowledge and agree that with regard to the Processing of Personal Information, Customer is the Controller and Submittable is a Processor.
 - 10.2. If the Privacy and Data Protection Requirements restrict cross-border Personal Information transfers, Customer will only transfer or cause to be transferred that Personal Information to Submittable under the following conditions:
 - 10.2.1. Submittable, either through its location or participation in a valid cross-border transfer mechanism under the Privacy and Data Protection Requirements, may legally receive that Personal Information;
 - 10.2.2. Customer obtained valid Data Subject consent to the transfer under the Privacy and Data Protection Requirements; or
 - 10.2.3. the transfer otherwise complies with the Privacy and Data Protection Requirements.
 - 10.3. Transfers out of the EEA or Switzerland. By signing this DPA, the Parties conclude Module 2 (controller-to-processor) of the Standard Contractual Clauses for personal data that is transferred outside of the EEA or Switzerland, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Customer; the "data importer" is Submittable; the optional docking clause in Clause 7 is implemented; Clause 9(a) Option 1 is struck and Option 2 is kept; in Clause 11 the optional language is struck; in Clause 17 and 18, the Governing law and the competent courts are those of the data exporter; Annex 1, 2, and 3 to Module 2 of the Standard Contractual Clauses are Appendix 1 to this DPA.
 - 10.4. Transfers out of the United Kingdom. By signing this DPA, the Parties conclude the UK Standard Contractual Clauses for Personal Data that is transferred outside of the United Kingdom, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Customer; the "data importer" is Submittable; the governing law in Clause 9 and Clause 11.3 of the UK Standard Contractual Clauses is the law of England and Wales; Appendix 1 to this DPA contain the information for Appendix 1 to the UK Standard Contractual Clauses, respectively; and the optional indemnification clause is struck. In addition, the following changes apply: (i) references to Data Protection Law are replaced with references to applicable UK data protection law, (ii) references to the EU or Member States are replaced with references to the United Kingdom, (iii) references to EU authorities are replaced with references to the competent UK authorities.
 - 10.5. Subject to the terms of this DPA, Submittable makes available the transfer mechanisms listed on Appendix 1 to any transfers of Personal Information under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries or territories which do not ensure an adequate level of data protection within the meaning of Privacy and Data Protection Requirements of the foregoing territories, to the extent such transfers are subject to such Privacy and Data Protection Requirements.

- 10.6. The Standard Contractual Clauses and the additional terms specified in this Section apply to (a) the legal entity that has executed the Standard Contractual Clauses as a data exporter; and (b) all Affiliates of Customer established within the European Economic Area, Switzerland, and the United Kingdom, which have signed Order Form(s) for the Services. For the purpose of the Standard Contractual Clauses and this Section, the aforementioned entities shall be deemed “data exporters”.
- 10.7. This DPA and the TOS are Customer’s instructions at the time of signature of the TOS to Submittable for the Processing of Personal Information.
- 10.8. The Parties agree that any copies of the Sub-processor agreements that must be sent by Submittable to Customer may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Submittable beforehand; and, that such copies will be provided by Submittable only upon reasonable request by Customer where such request is based on legitimate business reasons.
11. Complaints, Data Subject Requests, and Third Party Rights.
- 11.1. Submittable shall, to the extent legally permitted, promptly notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the Personal Information Processing or to either Party’s compliance with the Privacy and Data Protection Requirements.
- 11.2. Submittable shall, to the extent legally permitted, promptly notify Customer if Submittable receives a request from a Data Subject to exercise one or more of its rights under the Privacy and Data Protection Requirements for which Submittable is a Processor (“**Data Subject Request**”). Customer is fully responsible for responding to Data Subject Requests. Taking into account the nature of the Processing, Submittable shall assist Customer by providing measures, insofar as is possible, for the fulfillment of Customer’s obligation to respond to a Data Subject Request under Privacy and Data Protection Requirements. In addition, to the extent Customer, in its use of the Services, directs Submittable to respond to a Data Subject Request, Submittable shall, upon Customer’s request, provide commercially reasonable efforts to assist Customer in doing so, to the extent Submittable is legally permitted to do so and the response to such Data Subject Request is required under Privacy and Data Protection Requirements. If Submittable will incur costs beyond those associated with routine business or technical processes, Customer agrees to pay such costs.
- 11.3. Submittable shall not disclose Personal Information to any Data Subject or to a third-party unless the disclosure is either at Customer’s request or instruction, permitted by this DPA or is otherwise required by law.
- 11.4. If a law requires Submittable to Process or disclose Personal Information, Submittable must first inform Customer of the legal requirement and give Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.
12. Records.
- 12.1. Submittable will keep accurate records regarding any Processing of Personal Information, including but not limited to, the access, control, and security of the Personal Information, approved Sub-processors, the Processing purposes, and any other records required by the applicable Privacy and Data Protection Requirements (the “**Records**”).
- 12.2. Submittable shall annually cause a reputable independent third-party audit firm to conduct SOC 2 audits of Submittable (“**Submittable Audit Report**”). The Submittable Audit Report will address the control procedures used by Submittable at the Services locations. Upon Customer’s advance written request, and no more frequently than once per 12-month period, Submittable will provide Customer with access, on a confidential need-to-know basis, a redacted version of the Submittable Audit Report so that Customer can reasonably verify Submittable’s compliance with its security obligations under the TOS or this DPA. Submittable will make good faith, commercially reasonable efforts to promptly remediate: (1) any errors identified in a Submittable Audit Report that could reasonably be expected to have an adverse impact on Customer’s use of the Services as set forth in the TOS; and (2) material deficiencies identified in a Submittable Audit Report. During the Term, unless a Security Breach has occurred, Customer agrees that the Submittable Audit Report shall constitute sufficient assurance regarding the adequacy of Submittable’s data security and data privacy controls.
- 12.3. The Parties agree that the audits described in the Standard Contractual Clauses and the UK Standard Contractual Clauses shall be carried out in accordance with the following specifications:

- 12.3.1. upon Customer's reasonable request, and subject to the confidentiality obligations set forth in the TOS, Submittable shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Submittable and that has signed nondisclosure agreement reasonably acceptable to Submittable) information regarding Submittable's compliance with the obligations set forth in this DPA;
- 12.3.2. following any notice by Submittable to Customer of a Security Breach or unauthorized disclosure of Personal Information, upon Customer's reasonable belief that Submittable is in breach of its obligations in respect of protection of Personal Information under this DPA, or if such audit is required by Customer's Supervisory Authority, Customer may contact Submittable in accordance with the "Notice" Section of this DPA to request an audit at Submittable's premises of the procedures relevant to the protection of Personal Information;
- 12.3.3. any such request shall occur no more than once annually, unless the audit is required by applicable law or a Supervisory Authority;
- 12.3.4. each Party shall bear its own audit costs and expenses;
- 12.3.5. before the commencement of any such on-site audit, Customer and Submittable shall mutually agree upon the scope, timing, and duration of the audit; and
- 12.3.6. Customer shall promptly notify Submittable with information regarding any non-compliance discovered during the course of an audit.

13. Scope Modifications. In the event a Party's compliance with Privacy and Data Protection Requirements requires the imposition of different or additional contractual obligations under this DPA, both Parties shall in good faith seek to amend this DPA in order to address the requirements under Privacy and Data Protection Requirements. In the event the Parties fail to reach an agreement on an amendment to this DPA, Submittable may unilaterally amend this DPA to conform to the minimum additional requirements imposed by any Privacy and Data Protection Requirement without notice to Customer and without Customer's consent.

14. Term and Termination.

- 14.1. This DPA will remain in full force and effect so long as: (1) the TOS remains in effect; or (2) Submittable retains any Personal Information related to the TOS in its possession or control (the "DPA Term").
- 14.2. Any provision of this DPA that expressly or by implication should come into or continue in force on or after the termination of the TOS or this DPA in order to protect Personal Information will remain in full force and effect.

15. Data Return and Destruction.

- 15.1. During the TOS Term and for thirty (30) days after, at Customer's request, and as applicable law allows, Submittable shall allow Customer to download from the Services all or part of Customer's Personal Information in its possession or control.
- 15.2. Subject to the preceding paragraph, on termination of the TOS for any reason or expiration of its Term, Submittable will destroy or, if directed in writing by Customer, return and not retain, all or any Personal Information related to the TOS in its possession or control, except for one (1) copy that it may retain offline in backup storage for only the period of time required by tax, audit, compliance, or other legally mandated functions, and for which Submittable has obtained an appropriate electronic consent by the End User who owns the Personal Information allowing Submittable to retain such Personal Information.
- 15.3. If any law, regulation, or government or regulatory body requires Submittable to retain any documents or materials that Submittable would otherwise be required to return or destroy, it will notify Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. Submittable may only use this retained Personal Information for the required retention reason or audit purposes.
- 15.4. On written request, Submittable will certify in writing that it has logically destroyed the Personal Information within thirty (30) after it completes its destruction obligations under this DPA.

Appendix 1 Personal Information Processing Purposes and Details

1. LIST OF PARTIES

1.1. Data exporter:

- Name: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Address: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Contact person's name, position and contact details: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Activities relevant to the data transferred: to provide the Services pursuant to the TOS
- Signature and date: [Complete]
- Role (Controller/Processor): Controller

1.2. Data importer:

- Name: Submittable Holdings, Inc.
- Address: 101 E. Front St, Suite #500, Missoula, MT 59802
- Joe Silver, CFO: +1 (406) 578-1071; privacy@submittable.com
- Activities relevant to the data transferred: to provide the Services pursuant to the TOS
- Signature and date: [Complete]
- Role (Controller/Processor): Processor

2. DESCRIPTION OF TRANSFER

2.1. Categories of Data Subjects whose Personal Data is transferred: Customer, Customer's Authorized Affiliates, Customer's Authorized Users, and End Users

2.2. Categories of Personal Data transferred:

- First and last name
- Contact information (email, phone, physical address)
- ID data, including, but not limited to, data imported by the End User or Authorized User which may include first name, last name, email address, and the data importer's chosen password
- Professional life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customers' call for submissions through Submittable's platform
- Personal life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customer's call for submissions through Submittable's platform
- Connection data including IP addresses associated with logins
- Personal Information which may reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the Processing of data concerning health or sex life
- Metadata about data submitted
- Additionally, an End User or Authorized User may submit special categories of data to the Services, the extent of which is determined and controlled by the data importer in its sole discretion
- Any other data as directed by Customer

2.3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation,

access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: [Complete if applicable]

- 2.4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
Continuous
- 2.5. Nature of the Processing: The subject matter of the data processing, including the processing operations carried out by Submittable on behalf of Customer and Customer's data processing instructions for Submittable, will be described in the TOS and each Order Form.
- 2.6. Purpose(s) of the data transfer and further Processing: to provide the Services pursuant to the TOS
- 2.7. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period: Duration of Customer's engagement of Submittable and until all Personal Information is deleted or returned to Customer
- 2.8. For transfers to Sub-processors, the subject matter, nature and duration of the Processing: to provide the Services pursuant to the TOS

3. COMPETENT SUPERVISORY AUTHORITY

- 3.1. As determined by Customer

Appendix 2 Security Measures

1. ORGANIZATIONAL MEASURES.
 - 1.1. Submittable has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
 - 1.2. Submittable personnel with access to Personal Information are subject to confidentiality obligations.
 - 1.3. Submittable has performed a risk assessment before Processing Personal Information.
 - 1.4. Submittable has implemented and will maintain an information security program that establishes roles and responsibilities for information security, and supports the confidentiality, integrity, and availability of information systems operated by Submittable and its Subcontractors.
 - 1.5. Submittable has implemented and will maintain information security policies that define requirements for acceptable use, access control, application, and system development, passwords, remote access, information classification, operational security, workstation security, network security, media handling and disposal, mobile computing, and physical security.
 - 1.6. Submittable has implemented and will maintain a governance framework with supporting risk management policies that enables risk identification, analysis, and mitigation.
 - 1.7. Submittable conducts data security training upon hiring and annually for all employees.
2. PHYSICAL ACCESS CONTROLS
 - 2.1. Entries for secure areas are controlled by security personnel, identification badges, and/or electronic key cards.
 - 2.2. All physical access is logged.
 - 2.3. Physical access logs are reviewed quarterly for unusual activity.
3. SYSTEM ACCESS CONTROLS.
 - 3.1. System access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
 - 3.2. System access is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
 - 3.3. Management conducts quarterly review of accounts, system access, and permission levels.
4. DATA ACCESS CONTROLS
 - 4.1. Data access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
 - 4.2. Data access, including access to Personal Information, is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
 - 4.3. Management reviews access to Personal Information, on a monthly basis.
 - 4.4. Submittable uses industry standard practices to identify and authenticate users who attempt to access information systems.
 - 4.5. Submittable employees may not store Personal Information on a personally owned device.
 - 4.6. Submittable classifies Personal Information to allow for appropriate access restrictions.
 - 4.7. Submittable has implemented an anti-virus solution that shall be kept up to date to protect against viruses and other malicious code.
 - 4.8. Submittable maintains a policy for recording Security Breaches where such records include a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.
5. TRANSMISSION CONTROLS

- 5.1. All databases can only be accessed by Submittable's private subnet.
- 5.2. Customers and End Users access Submittable accounts over HTTPS.
6. DATA BACKUPS
 - 6.1. All production databases are housed in Amazon Web Services RDS (Relational Database Services) and Azure Database.
 - 6.2. Automated daily backups are enabled on all database instances.
 - 6.3. Encryption is enabled on all databases.
 - 6.4. Retention time for database backups is set to the maximum allowable.
 - 6.5. Only database administrators have access to initiate backups or restores.
 - 6.6. Only database administrators may modify backup or restoration configurations.
 - 6.7. Submittable retains its security documents pursuant to its retention requirements after they are no longer in effect.
7. DATA SEGREGATION
 - 7.1. All data is stored in a multi-tenant relational database with logical separations.
 - 7.2. Tenant data is separated using foreign keys and application logic.
8. ADDITIONAL GENERAL SAFEGUARDS
 - 8.1. Submittable does not store any Personal Information on removable devices or removable media.
 - 8.2. All Personal Information is encrypted while being transmitted between networks (including e-mail), whether public or private.
 - 8.3. All backups of Personal Information is encrypted.
 - 8.4. Software firewalls are installed on all laptops and other devices containing Personal Information if connected to public networks or unsecure private networks.
 - 8.5. Background checks are performed on all newly hired personnel and Subcontractors with access to Personal Information.
 - 8.6. Prior to loading any Personal Information onto any application that is Internet facing, application vulnerability testing is performed and any findings are appropriately remediated.
 - 8.7. Security tools required by this DPA, such as encryption tools, are monitored to determine whether they are installed, updated, and active.
 - 8.8. Security-related patches are applied in a timely manner in relation to the criticality of the patch, but not later than 10 days after the date such patches become available to Licensor for critical patches and 30 days for other patches.
9. ADDITIONAL SAFEGUARDS THAT APPLY TO LAPTOPS ACCESSING PERSONAL INFORMATION.
 - 9.1. Anti-virus and anti-spyware software are installed and are updated in a timely manner (but not less than weekly).
 - 9.2. All data stored on a laptop are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
 - 9.3. Laptops are physically secured when unattended.
 - 9.4. All laptops use a standard configuration that requires the screensaver to activate after not more than 10 minutes of inactivity and requires entry of the user's password to unlock the laptop.
 - 9.5. Laptops use log-in passwords that are at least 8 characters in length.
 - 9.6. Laptops lock out after not more than 10 invalid login attempts.
 - 9.7. Users do not share passwords required to log in to laptops with unauthorized users of the laptops.
10. ADDITIONAL SAFEGUARDS THAT APPLY TO ALL OTHER DEVICES.

- 10.1. Devices with access to Personal Information require the use of a password/PIN to unlock the device.
- 10.2. Devices with access to Personal Information lock after a period of inactivity of not more than 3 minutes, requiring that the log-in password/PIN be entered to unlock the device.
- 10.3. Submittable owned devices are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
- 10.4. Users do not share passwords/PINs for any device used to access Personal Information.

**EXHIBIT C
EXAMPLE AUTOMATED EMAIL**

Your Submission has been received  Inbox x



Submittable Notifications <notifications@email.submittable.com>
to me ▾

Apr 7, 2022, 10:07 AM   

Submittable 

Hi **Submitter's Name**

Thank you for your interest in **Customer's Form**. We have received your submission and look forward to reviewing it.

Thanks!
Customer's POC

Please do not reply to this email. If you have questions about your submission, please contact the organization directly. Submittable is not involved in the decision-making process of organizations using our platform.

Sent by **Submittable**.

111 Higgins Ave #300, Missoula, MT 59802

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EXHIBIT D
FUNDS DISTRIBUTION ADDENDUM

This Funds Distribution Addendum (the “**Addendum**”) sets out the additional terms, requirements, and conditions under which Submittable will manage the process of distributing Customer funds to a Recipient (as defined below). This Addendum only applies if Submittable is providing Customer with funds distribution management services. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

1. Additional Definitions.

“**ACH**” means the Automated Clearinghouse system governed by the National Automated Clearinghouse Association.

“**Distribution Services**” means Submittable’s service in managing the distribution of funds from Customer to Recipients through Processor according to the Program Requirements.

“**Network**” means (i) Visa, Mastercard, American Express, Discover, or other payment card network; (ii) the National Automated Clearinghouse Association; or (iii) any other applicable payments network.

“**Payment Method**” means the deposit account (or such other payment method, if approved by Processor) designated by Customer for use in funding the Processor Account to make payments to Recipients through the Distribution Services.

“**Processor**” means the payment services provider Submittable has engaged in connection with this Addendum, which Submittable may change from time to time and in its sole discretion.

“**Processor Account**” means the account or accounts held at or by Processor for the purpose of receiving and distributing Customer funds to Recipients.

“**Processor Platform**” means the website, software interface, or other technology platform Processor employs to process payment transactions.

“**Processor Terms**” means any terms of service or agreements which Processor may require Customer or a Recipient to execute to send or receive funds through Processor.

“**Program Requirements**” means Customer’s instructions and requirements to Submittable for the Distribution Services, as set forth in any applicable statement of work.

“**Recipient**” means an End User to which Customer has requested funds be distributed through Processor using the Distribution Services.

“**Restricted Business List**” means the list of businesses to which Processor prohibits payment, as it may be updated from time to time.

2. Use of Distribution Services. Subject to the terms of this Addendum and the TOS, Submittable shall provide Customer with the Distribution Services, including directing the distribution of funds to Recipients on Customer’s behalf and according to the Program Requirements.

3. Funding. To use the Distribution Services to make payments to Recipients, Customer must provide or make funds available to Processor for distribution from the Processor Account. As required by Processor, Customer agrees to fund payments by either:

3.1. Pre-Funding: Customer will initiate payment to the Processor Account in such amounts as Processor may require. Thereafter, Processor shall distribute funds to Recipients from the Processor Account based on payment instructions from Submittable.

3.2. Periodic Funding: Customer authorizes Processor to debit the Payment Method in the amount of funds required to fulfill all payment instructions received from Submittable during a specified period (e.g., daily, weekly etc.). Thereafter, Processor shall distribute the funds to Recipients from the Processor Account based on the instructions from Submittable.

4. Minimum Balance. Customer agrees that it shall make or authorize periodic payments to the Processor Account in amounts equal to or in excess of the aggregate payments to Recipients requested by Submittable on Customer’s behalf. Customer acknowledges and agrees that under no circumstances shall Submittable or Processor be obligated to perform any transaction for which there are insufficient funds in the Processor Account. If any

transaction is rejected for insufficient funds, Customer shall be liable to Submittable and Processor for any non-sufficient funds ("NSF") fee either may incur.

5. Authorization. Customer hereby authorizes Processor to debit the Payment Method, including by ACH as applicable, (i) to collect any NSF fees owed to Processor; and (ii) in connection with funding payments to Recipients through Periodic Funding. Such authorization shall remain in full force and effect until thirty (30) days after Submittable receives written notification from Customer of termination of this authorization, by email to corporate@submittable.com. Submittable reserves the right to terminate or suspend the Distribution Services at any time that Customer fails to provide an active Payment Method and debit authorization.
6. Onboarding. Customer acknowledges and agrees that (i) it may be required to execute any Processor Terms or complete any other steps necessary to onboard with Processor prior to Submittable submitting any payment instructions to Processor on Customer's behalf; and (ii) Recipients will be required execute any Processor Terms, establish an account with Processor, and provide Processor with all banking and other information necessary to transmit payment prior to receiving any funds through the Distribution Services. Submittable shall have no liability in connection with Customer's or a Recipient's failure to complete onboarding and execute any required Processor Terms.
7. Custody of Funds. Customer acknowledges and agrees that (i) Submittable is not a bank or other financial services provider; and (ii) under no circumstances will Submittable take custody of, have control over, or maintain in its own accounts any Customer funds intended for payment to a Recipient. Submittable's role is limited to submitting payment instructions to Processor on Customer's behalf and all funds provided to Processor by Customer or debited from Customer's Payment Method will remain in Processor's custody and control until they are distributed to Recipients.
8. Return of Funds. At Customer's instruction, Submittable will request a return of funds from the Processor Account. Customer acknowledges and agrees that Processor is solely responsible for returning any funds previously received from Customer. In addition, Customer acknowledges and agrees that Processor, in its sole discretion, will determine whether any funds pending distribution or previously distributed to Recipients are available for return to Customer. If funds cannot be recovered from Recipients by Processor, Customer is solely responsible for the collection of such funds from Recipients.
9. Program Requirements. Recipients will submit applications for funds via Submittable's Services. Submittable shall review applications on Customer's behalf and submit payment instructions to Processor to distribute funds from the Processor Account to each eligible Recipient, all in accordance with the Program Requirements.
10. Representations and Warranties. In using the Distribution Services, Customer represents and warrants that:
 - 10.1. Payment of funds to each Recipient shall be made only in connection with a successful application, entry, or submission through Submittable's Services by or on behalf of such Recipient and Customer shall not use the Distribution Services in connection with any other type of payment transaction, including but not limited to bill payment or payroll processing;
 - 10.2. The Program Requirements, including for review of any application, entry, or submission by or on behalf of a Recipient and for distribution of funds to Recipients, comply with all applicable laws;
 - 10.3. Customer will require Recipients to provide accurate and complete information, including banking and financial information, to Submittable and Processor (as applicable), and to authorize Processor to transmit payment to Recipient's designated account;
 - 10.4. Customer's use of the Distribution Services and Recipient's receipt of and use of funds does not represent or result in a violation of (i) applicable laws, including, but not limited to, U.S. economic sanctions laws, the U.S. Foreign Corrupt Practices Act, or other applicable domestic or foreign anti-corruption or anti-money laundering laws; or (ii) any Network rules;
 - 10.5. If Customer's use of the Distribution Services results in the distribution of any funds allocated or provided by a federal or state governmental authority, such distribution complies with applicable federal or state law, and the programmatic requirements of the federal or state governmental authority; and
 - 10.6. Submittable and Processor are each authorized to verify the identity of each Recipient and that no Recipient is (i) listed on the List of Specially Designated Nationals or Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control; (ii) engaged in whole or in part in a business listed on the Restricted Business List; or (iii) debarred or otherwise prohibited under federal or state law from receiving any funds distributed through the Distribution Services.

11. Additional Disclaimer. Customer acknowledges and agrees that Section 10.2 of the TOS applies to this Addendum and the Distribution Services.
12. Additional Limitation of Liability and Indemnification.
 - 12.1. Limitation of Liability. Customer acknowledges and agrees that the provisions of Section 13 of the TOS shall apply to this Addendum and Customer's use of the Distribution Services as described herein. Without limiting the foregoing, Submittable shall have no liability for Losses of any kind incurred by Customer as a result of (i) Customer or any Recipients' failure to provide accurate and complete information to Submittable and Processor; (ii) Submittable's review of any application, entry, or submission by or on behalf of a Recipient or determination to distribute funds to any Recipient made in accordance with the Program Requirements; (iii) Customer's, Processor's, or any Recipient's fraud, negligence, willful misconduct, or violation of any applicable laws or Network rules; (v) Customer's or a Recipient's breach of any Processor Terms; or (vi) Customer's failure to fund the Processor Account.
 - 12.2. Indemnification. Customer acknowledges and agrees that the provisions of Section 12.2 of the TOS shall apply to this Addendum and Customer's use of the Distribution Services as described herein. Without limiting the foregoing, Customer shall indemnify, hold harmless, and, at Submittable's option, defend Submittable from and against any Losses resulting from any Third-Party Claim based on (i) Customer's use of the Distribution Services; (ii) Customer's breach of this Addendum (iii) Customer's or any Recipient's breach of any Processor Terms; (iv) Customer's or any Recipient's fraud, negligence, willful misconduct, or violation of any applicable laws or Network rules; or (vi) Customer's failure to fund the Processor Account.

EXHIBIT E GIVE ADDENDUM

This Give Addendum (the “**Addendum**”) sets out the additional terms, requirements, and conditions under which Submittable will facilitate an employer customer’s ability to offer employee donation matching programs through a third-party 501(c)(3) public charity and its donor advised fund (“**Give**”). Give includes the portions of Submittable’s website and mobile app that Customer and Donors access to submit donation transactions. This Addendum applies only if Submittable is providing Customer Give services.

This Addendum represents a legal agreement between Submittable and Customer and by using or accessing Give, You accept and agree to the terms of this Addendum. In addition, Give is a Service, as defined in Submittable’s Customer Terms of Service (“**TOS**”), and is subject to the TOS as modified or updated by this Addendum. To the extent of any conflict between this Addendum and the TOS, this Addendum shall govern with regard to Customer’s use of Give. If You do not agree to be bound by this Agreement, You must discontinue Your use of Give immediately.

Capitalized terms used but not defined in this Addendum shall have the meaning assigned to them in the TOS.

1. “**Donor**” means Customer’s employees that Customer has approved to access and use Give.
2. **Donor Advised Fund:** Submittable provides administrative, support, and technical services to Able Impact Foundation, a third-party 501(c)(3) public charity and its donor advised fund (collectively referred to herein as the “**DAF**”). The DAF permits Donors to make recommendations for grants from the DAF to qualified charities recognized by the Internal Revenue Service (“**IRS**”) as described by section 501(c)(3) of the Internal Revenue Code (excluding private foundations and Section 509(a)(3) supporting organizations) and schools recognized by the Department of Education National Center for Education Statistics (“**NCES**”). Through Give, Submittable manages Donor contributions, matching employer contributions, and grant recommendations to the DAF.
3. **Donations and Grant Recommendations.** When You and a Donor make contributions through Give, You and the Donor are making charitable gifts to the DAF and a donation transaction to the DAF is complete upon the DAF’s receipt of payment. “Able Impact Foundation” – the owner of the DAF – will appear on Your and Your Donors’ donation receipts as the recipient of the donation. As required by the IRS, the DAF shall have exclusive legal control over all donations it receives, which upon payment to the DAF, become assets of the DAF. To the fullest extent consistent with its exempt purposes and operation as a public charity, the DAF shall make grants to qualified charities as recommended by Donors at the time of their donation to the DAF, in the amounts of their contributions and Your corresponding matching contribution. Notwithstanding the foregoing, the DAF shall distribute funds, in amounts and to recipients, in its sole discretion, and has no obligation to distribute funds to any Donor’s recommended recipient. If the DAF determines not to distribute funds to the recommended recipient, for example as a result of its charitable tax exempt status having been revoked, the DAF will select a different recipient or may retain the funds for future distribution. The DAF may choose, in its sole discretion, to allow Donor to make an alternate recommendation, but it is not obligated to do so.
 - 3.1. Unused Funds. Customer acknowledges and agrees that the DAF may make grants, in its sole discretion, with Donor contributions, in the following circumstances:
 - 3.1.1. Donor has left Customer’s employ;
 - 3.1.2. The TOS is terminated; or
 - 3.1.3. Donor’s recommended recipient rejects the donation or is not operating.
 - 3.2. Prohibited Categories. The following categories of organizations, activities, or purposes shall be deemed ineligible for charitable donation recommendations and will be rejected by the Give services:
 - 3.2.1. Organizations that are not described in Section 501(c)(3) of the Internal Revenue Code at the time of the payment to the recommended organization or are not in good standing under the applicable laws and regulations, including, but not limited to:
 - (a) Political parties or campaign organizations involved in the election of candidates;

- (b) For-profit entities and any commercial ventures;
- 3.2.2. Organizations that are Section 501(c)(3) private foundations or “supporting organizations” described in Section 509(a)(3) of the Internal Revenue Code;
- 3.2.3. Individuals, except for payments to educational institutions for the general purpose of scholarships which the educational institutions selects;
- 3.2.4. Activities that are illegal or in violation of federal, state, or local laws, including organizations that discriminate on the basis of race, religion, gender, sexual orientation, age, national origin, or disability;
- 3.2.5. Organizations that are a government sanctioned entity, hate group, or exhibiting any other criteria indicative of a legal or reputation risk to the DAF; Submittable; Submittable’s affiliates, consultants, contractors, or agents; or other customers of Submittable; or
- 3.2.6. Any recommendation that provides more than an “incidental benefit” to the Donor including any recommended payment that results in any goods or services being provided to the Donor as a result of the payment .
- 3.3. Redirection or Redesignation of Funds. If the DAF cannot legally or practically follow Customer’s or Donor’s grant recommendation, the DAF may redirect or redesignate funds to an eligible alternative charity. In such circumstances, all tax receipts generated for the original donation are deemed to be valid, as they were made to the DAF and not the originally recommended charity.
- 3.4. Refunds. All contributions made by You and/or a Donor through Give are final and non-refundable.
- 3.5. Credit Card Ingress. Submittable will consider and potentially accept chargeback requests submitted by a Donor’s credit card issuer, based on Submittable’s sole judgment, specifically in instances where the transactions are evidently erroneous.
- 4. **Donation through Give**. Submittable will receive donation requests from Donors through Give. You agree to facilitate payment of each Donor’s donation to the DAF, directly or through Your third-party payroll processor. Submittable fully intends to transfer all donated funds to the DAF at the time of a Donor’s donation. In the rare and unexpected event of technical difficulties such that Submittable is unable to transfer the donated funds at the time of a Donor’s donation, Submittable will expend all reasonable effort to transfer all donated funds to the DAF no later than 30 days after the end of the month in which the donations were made.
- 5. **Matching Contributions**. You are responsible for making Your own matching contributions to the DAF based on any donation matching programs You offer to Donors from time to time and will make any such donations within 30 days after the end of the month in which Submittable reports the Donor’s corresponding donation.
- 6. **Administration Costs and Fees**. Customer understands that there are administrative costs, expenses and fees associated with maintaining Give and that an administrative fee may be deducted from the amount of any grant the DAF makes to a charitable recipient, as may be set forth on the Order Form.
- 7. **Donor Terms**. Customer acknowledges and agrees that to use Give, each Donor will be required to agree to Submittable’s Donor terms of use (“**Donor Terms**”). The Donor Terms will clarify that donations made through Give are final, irrevocable and non-refundable. Donations are considered complete for purposes of Donor Terms as soon as the Donor submits the donation through Give.
- 8. **Taxes and Tax Deductibility of Transactions**. Customer will receive a receipt for donations stating that “no goods or services were provided in return for the contribution.” If You received any goods or services in connection with a Give transaction, the value of Your donation will be reduced by the value of the goods or services You received and you will be subject to a tax of 125% of the recommended. Customer is responsible for all taxes, if any, associated with Give transactions, including donations and contributions. Customer is responsible for determining the tax deductibility of Its donations made through the Services.
- 9. **Dual Receipts**. Upon making a donation through Give, Donor shall receive an immediate receipt generated by the Give services as evidence of the contribution. In instances where Donor employs a credit card for the transaction and designates specific recommendations for the distribution of the charitable donation, it is

possible that a secondary receipt will be issued directly by the beneficiary charity. This subsequent receipt, while confirming the donation's final allocation, is considered duplicative and shall not be utilized for the purposes of annual donation reporting. For the purpose of claiming a charitable deduction on tax returns, only the initial receipt provided by the Give services may be utilized. The responsibility to ascertain the appropriateness and application of such deduction, including adherence to all applicable laws and regulations, resides solely with Donor. It is imperative that Donor engages the services of a qualified tax advisor to ensure compliance and maximization of tax benefits in accordance with their individual financial situation. Customer bears sole responsibility for ensuring Donors are aware of their responsibilities under this section.

10. **Disbursement Timing.** DAF, in its sole discretion, determines whether and when to make disbursements to the beneficiary charity. For clarity, while a beneficiary charity may see undisbursed donations or grants listed in [**], DAF maintains **exclusive legal control and discretion over the donated/granted funds**; the beneficiary charity has **NO** ownership of or claim, right or entitlement to the donated/granted funds held by DAF. While DAF may typically disburse to a beneficiary charity during the calendar month that follows the month in which DAF received a donation or grant (e.g. if DAF received a donation/grant in January, then it would typically disburse such donation/grant, less fees, to a beneficiary charity in February), there are several exceptions to regular cadence disbursements such as when minimum donation/disbursement thresholds or maximum limits apply, if the beneficiary charity requires different timing for disbursement, if disbursements have been suspended or terminated as referenced in Section 4 of this Addendum, etc.
11. **Disclaimer.** Customer acknowledges and agrees that:
 - 11.1. As between Submittable and Customer, Customer is responsible for transferring all funds for Donor donations to the DAF, based on the donations made by Donors through Give & Pay. Submittable shall not be liable for any delays, errors, or failures in donation processing based on the actions or omissions of any third party, including Customer or Customer's payroll processor. Submittable assumes no responsibility or liability for the timeliness, accuracy, deletion, or mis-delivery of, or the failure to store, any Give content, user information, settings, or communications tools. Customer bears all such risks.
 - 11.2. (i) Submittable is not a bank or other financial services provider and is not engaged in the business of receiving funds for transmission; (ii) apart from submitting Donor donation information to Customer, Submittable is not responsible for processing donation payments; and (iii) under no circumstances will Submittable take custody of, have control over, or maintain in its own accounts any Customer or Donor funds intended for payment to the DAF or any other party.
12. **Limitation of Liability.** In addition to the limitations set forth in TOS Section 13, to the greatest extent allowed by law, Customer agrees that Submittable is not responsible in any way for the acts or omissions of third parties, including (i) offers made by third parties through the Give portion of the Services; (ii) any third-party charitable offers that may turn out to be fraudulent, irresponsible, or otherwise advertised in bad faith; and (iii) any issues arising under Customer's agreements, terms, or employment relationships with Donors.
13. **Indemnification.** Customer acknowledges and agrees that the provisions of Section 12.2 of the TOS shall apply to this Addendum and Customer's use of Give as described herein. Without limiting the foregoing, Customer shall indemnify, hold harmless, and, at Submittable's option, defend Submittable from and against any Losses resulting from any Third-Party Claim based on (i) Customer's use of Give; (ii) Customer's breach of this Addendum, including Customer's failure to facilitate the transfer of donation funds to the DAF; (iii) Customer's breach of any agreement or terms with Donors; or (iv) Customer's fraud, negligence, willful misconduct, or violation of any applicable laws.