

**Effective: November 1<sup>st</sup>, 2022**

These User Terms of Service (the “User Terms”) govern your access and use of Mudstack’s online workspace, storage and collaboration tools and platform, including the Customer Workspace (as defined below)(the “Services”). Please read them carefully. Even though you are signing on to use an existing Account, Workspace and/or Library (collectively, the “Customer Workspace”), these User Terms apply to you as a User of the Services through one or more Customer Workspaces.

These User Terms are a legally binding Agreement between you and us. These User Terms are a supplement to our [Customer Terms of Service](#) governing the use of the of the Services by our Customer inviting you to one or more Customer Workspace(s) (the “Customer”) who invites you to access their Customer Workspace(s) (the “Customer Terms”). The Customer Terms govern the use of the Services by the Customer and its Users, including you. The Customer Terms are incorporated herein by reference and shall govern your use of the Services along with these User Terms. You should review the Customer Terms carefully as they are part of these User Terms. Capitalized but undefined terms used in these User Terms have the meaning assigned to those terms in the Customer Terms.

If you access or use the Services, or continue accessing or using the Services after being notified of a change to the [Customer Terms of Service](#), you confirm that you have read, understand and agree to be bound by the User Terms and the [Customer Terms of Service](#). “We”, “our”, “us” and “Mudstack” refers to Mudstack, Inc., the provider of the Services. “You”, “your” and words of similar meaning refer to you as a User of the Services through the Customer’s Account.

1. **Customer’s Choices and Instructions.** Subject to your acceptance of these User Terms, you will be an authorized User on one or more Customer Workspaces. The Customer may be your employer, an individual or organization, or any other person or organization who invites you to join and use a Customer Workspace. Customer has separately agreed to the [Customer Terms of Service](#) and related documentation (the “**Agreement**”) that permitted Customer to create and configure the Customer Workspace so that you and others could join (each invitee granted access to the Services, including you, is an “**Authorized User**”). The Agreement contains our commitment to deliver the Services to Customer, who may then invite Authorized Users to join its workspace(s). ***When an Authorized User (including, you) submits Data to the Services, you acknowledge and agree that such Data is controlled by the Customer and subject to terms of these User Terms and the Agreement*** (collectively, “Customer Data”). The Agreement provides Customer with many choices and control over such Data. For example, Customer may provision or deprovision an Authorized User’s access to the Customer Workspace, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign Customer Workspaces, and/or consolidate or delete entire Customer Workspaces, and these choices and instructions may result in the access, use, disclosure, modification, uploading, downloading, manipulation of, creation of derivate works of, publishing, processing and/or deletion of certain or all Customer Data (including any Data submitted to the Customer Workspace by you or any other Authorized User).

2. **The Relationship Between You, Customer, other Authorized Users and Us.** AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER’S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA (INCLUDING DATA PROVIDED BY YOU) AND THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE AGREEMENT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR

CUSTOMER'S OR YOUR FAILURE TO FULFILL THESE OBLIGATIONS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

3. Requirements.

a. To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of eighteen. You represent that you are over the legal age and are the intended recipient of Customer's invitation to one or more Customer Workspace(s). You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true.

b. To help ensure a safe and productive work environment, all Authorized Users must comply with these User Terms (including the Customer Terms) and any applicable policies established by Customer. If you see inappropriate behavior or content, please report it to your Account Administrator or Workspace Administrator or any other person affiliated with the Customer who invited you to the Customer Workspace.

c. These User Terms remain effective until Customer's subscription for you expires or terminates, or your access to all Customer Workspaces has been terminated by the applicable Customer or us. Please contact the applicable Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms or the [Customer Terms of Service](#).

4. Changes to these Terms. We reserve the right to change these User Terms and/or the Customer Terms from time-to-time. We will post the most current version of these User Terms and Customer Terms at [www.mudstack.com](http://www.mudstack.com). If we make material changes to these User Terms or the Customer Terms, we will notify you via the Services and/or by email to the address provided by you upon registration. If you do not accept the changes, you must stop using and cancel your account by emailing [support@mudstack.com](mailto:support@mudstack.com). Your continued use of our Services after we publish or send a notice about our changes to these User Terms or the Customer Terms means that you are consenting to the updated terms.

5. Privacy. To provide the Services, we collect certain information about Customers and Authorized Users. We use and protect that information as described in our Privacy Policy (<https://mudstack.com/privacy-policy>)(the "Privacy Policy"). You acknowledge your use of the Services is subject to our Privacy Policy and understand that it identifies how we collect, store, and use certain information.

6. Your Account. To register to use the Services, you will need to complete a registration form and designate a user ID and password. When registering you must: (a) provide true, current and complete information about yourself on the registration form and (b) maintain such information so it continues to be true, current and complete. You may not share, loan or transfer your ID or password. If you become aware of any unauthorized use of the Services, or have any questions about your use of the Services please contact Mudstack Support via [support@mudstack.com](mailto:support@mudstack.com).

7. Your Data; Ownership of Data; Access.

a. The Services may permit you to upload, download, reproduce, manipulate, distribute, display, transmit, create derivative works of or otherwise process or communicate Data within one or more Customer Workspaces. You understand that Customer and other Authorized Users may be able to

download, reproduce, manipulate, distribute, display, transmit, create derivative works of or otherwise process or communicate Data that you submit to or otherwise share through the Services. You acknowledge and agree that: (1) you will evaluate and bear all risks associated with Data that you submit, share or access through the Services, including without limitation Data stored, accessed, downloaded or otherwise processed by you through the Services (your “Processed Data”); and (2) under no circumstances will we be liable in any way for any such Processed Data or your use of the Services.

b. We do not own Customer Data and have no right to use Customer Data other than as set forth in this Agreement and the Privacy Policy. Ownership and rights of use with respect to Customer Data as between you, the Customer and third parties will be established by you, the Customer and such third parties. We will have no liability regarding use or ownership of Customer Data by any person or entity (including you) and will not be responsible to you or any party with respect to your use, Customer’s use or any third-party’s use of Customer Data. You agree that your Processed Data, and your conduct in using the Services, will comply with all applicable laws, rules and regulations and the terms of these User Terms (including the Customer Terms).

c. Our use of your Personal Information will be as set forth in the Privacy Policy.

8. Compliance with Privacy Laws. You acknowledge and agree that you are responsible for compliance with all applicable privacy and data protection laws related to Personal Information contained within your Processed Data, including any applicable requirements related to notice, consent, transfer (including cross-border transfer), disclosure, and use of Personal Information in connection with your use of the Services, including as described in the Privacy Policy. Without limiting the foregoing, you will ensure that you have obtained consents, to the extent necessary, to provide Personal Information to be transferred to, collected, stored, used and otherwise processed through your use of the Services. You further acknowledge that any data storage functionality associated with the Services is not intended for the storage of social security numbers, credit or debit card numbers, financial account numbers, driver’s license numbers, medical information, health insurance information, sensitive data about personal characteristics such as race, religion, or sexual orientation, or other personal data that may pose a risk of harm to the individual if improperly disclosed (collectively, “Sensitive Personal Information”). You agree not to upload or otherwise submit any Sensitive Personal Information in connection with your use of the Services and further agree that we will have no responsibility or liability with respect to any such Sensitive Personal Information that is processed, transmitted, disclosed, or stored in connection with your use of the Services.

9. Consent to Electronic Communications and Solicitation. By registering to use the Services, you understand and consent to us sending you (including via email) information regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features or products; (c) administrative messages and other information; and (d) advertising, marketing, and other materials regarding our products and services. You may choose to opt-out of receiving advertising and marketing materials by unsubscribing from such communications by following the instructions in the message. Notices emailed to you will be considered given and received when the email is sent. If you do not consent to receive notices regarding your use of the Services electronically, you must stop using the Services.

#### 10. Indemnification and Warranties.

a. **Indemnification.** You shall, at your sole expense and to the fullest extent permitted by law, indemnify, defend (at our request), and hold us harmless against any and all losses, liabilities, expenses (including reasonable attorneys’ fees) suffered or incurred by us by reason of any claim, suit or proceeding (“Claim”) arising out of or in connection with: (1) your Processed Data or your use of

Customer Data, including, without limitation, any assertion that your Processed Data or the use thereof may infringe any copyright, trademark, or other intellectual property or other rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials or use thereof caused death or bodily injury or damage to the real or tangible property of any third party; (2) any breach of or failure by you to comply with these User Terms (including the Customer Terms); or (3) use of the Services by you or anyone else who accesses the Services through you. If requested by us to defend a Claim, you will not agree to any settlement without our prior written consent, and you shall have the right to participate, at your own expense, in the defense of any Claim with counsel of your choosing.

b. **Warranties.** You acknowledge and agree that (1) you and have the requisite rights to submit, develop and use your Processed Data in connection with the Services; (2) your Processed Data does not infringe or misappropriate any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations; (3) your Processed Data is not subject to any restriction on disclosure, transfer, download, export or re-export under any applicable law, rule or regulation; and (4) any information you provide in connection with your registration for, or use of, the Services is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly.

c. **Limitation of Liability.** TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (1) IN NO EVENT WILL WE BE LIABLE TO YOU HEREUNDER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER DAMAGES OF LIKE KIND WHATSOEVER (HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER, OR ANY OTHER SIMILAR COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, NOR WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM A FORCE MAJEURE OR AN ACT OF A THIRD PARTY; AND (2) OUR TOTAL CUMULATIVE COLLECTIVE LIABILITY FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS HOWEVER CAUSED OR ARISING FROM OR IN RELATION TO THE SERVICES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). IN COUNTRIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND LIMITATIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE SKILL AND CARE OR OUR BREACH OF OUR CONTRACT WITH YOU. NOTHING IN THESE USER TERMS AFFECTS CONSUMER RIGHTS THAT CANNOT BY LAW BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

11. Application of Consumer Law. The Services are a workplace tool intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees for your use of the Services covering the remainder of the term.

12. Dispute Resolution and Governing Law.

a. You must comply with all domestic and international export laws and regulations that apply to your use of the Services. These laws include restrictions on destinations, end users, and end use.

b. These User Terms (including the Customer Terms) will be governed by the laws of the State of Georgia, U.S.A. regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code, the Uniform Computer Information Transactions Act, and any law effectuating these conventions do not apply to these User Terms. We both agree that all of these claims can only be litigated in the federal or state courts in Atlanta, Georgia, USA and we each agree to personal jurisdiction in those courts. However, you agree that we can apply for injunctive remedies in any jurisdiction.

c. To the extent that the following provision is not in conflict with applicable law, you may only resolve disputes with us on an individual basis and may not bring a claim or proceed in a group arbitration proceeding as a plaintiff or a class member in a class, consolidated, or representative action.

### 13. General Terms.

a. **Severability; Entire Agreement.** These User Terms apply to the maximum extent permitted by applicable law. If a court holds that we cannot enforce a part of these User Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the applicable law, but the rest of these User Terms will remain in effect. These User Term (including the Customer Terms) is the entire contract between you and us regarding your use of the Services and supersedes any prior contract or oral or written statements regarding your use of the Services.

b. **Assignment and Transfer.** We may assign, transfer, or otherwise dispose our rights and obligations under these User Terms, in whole or in part, at any time without notice. You may not assign these User Terms or transfer any rights to use the Service, unless we provide written consent for you to do so.

c. **Waiver.** The failure of either of us to insist upon or enforce strict performance of any of the provisions of these User Terms (including the Customer Terms) or to exercise any rights or remedies under these User Terms (including the Customer Terms) will not be construed as a waiver or relinquishment to any extent of such right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect, unless expressly waived in writing.

d. **Government Terms.** If User is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), User acknowledges that elements of the Services constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.